

NON-DISCLOSURE AGREEMENT

In connection with CGS, Inc. (the "Company") providing services and/or products to the business entity identified below (the "Customer"), the Customer will be furnishing to the Company certain information which is either non-public, confidential or proprietary in nature, including without limitation, proprietary and business practice information of the Customer, including without limitation, specific case studies, business issues, customer issues, channel information and trade secret information not generally known about the Customer's business or which the Customer is required to keep confidential on behalf of a third party, and any other business information which could be construed to be useful to a competitor of the Customer (the "Information"). In connection with the Customer's disclosure of the Information to the Company, the Company hereby agrees as follows:

1. The Information will be kept confidential and will not, without the prior written consent of the Customer, be disclosed by the Company or its representatives, in any manner whatsoever, in whole or in part, and will not be used by the Company or its representatives for any purpose other than the purpose set forth above. The Company will use the Information only as permitted herein and will protect the Information by using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own information of a like nature, to prevent unauthorized use, dissemination or disclosure of the Information, including without limitation, limiting disclosure to those of its employees who need to know the Information.

2. If discussions between the Customer and the Company do not proceed, or if the Customer requests it for any reason whatsoever, the Company will promptly deliver to the Customer upon request all documents furnished by the Customer or its representatives constituting Information, without retaining copies thereof.

3. No confidentiality obligations will apply to any portion of the Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by the Company or its representatives; (b) becomes available to the Company on a nonconfidential basis from a source other than the Customer or its representatives, provided that such source is not bound by a confidentiality agreement with the Customer or its representatives or otherwise prohibited from transmitting the Information to the Company by a contractual, legal or fiduciary obligation; or (c) was known to the Company on a nonconfidential basis prior to its disclosure by the Customer or its representatives as evidenced by its written records.

4. The disclosure of Information by the Customer shall not result in any obligation on the part of any party to enter into any agreement with respect to a transaction and no contract for any transaction involving the Company shall be deemed to exist between the Company and the Customer unless and until a definitive written agreement has been executed and properly approved by both parties. Any Information disclosed by the Customer under this Agreement is provided "AS IS".

5. This Agreement contains the entire agreement between the Company and the Customer concerning the confidentiality of the Information, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon either party, unless in writing signed by both parties. Any modifications to this Agreement must be made in writing and must be signed by authorized representatives of both parties.

6. This Agreement shall be governed and construed in accordance with the laws of the State of Virginia.

CGS, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____