



This Mutual Non-Disclosure Agreement ("NDA") is made and entered into between Netragard, Inc., a Delaware corporation having its principal office at 100 Powdermill Road, Suite 333, Acton, MA 01720 USA ("Netragard") and Cicom USA LLC corporation having its principal office for the purpose of managing the matters agreed herein located at 1997 Annapolis Exchange Pkwy, Annapolis Maryland ("Party") (as used herein, "party" or "parties" shall refer to the undersigned either singly or jointly).

Whereas the undersigned are desirous of exploring a business relationship with each other, the parties agree, as set forth below, to treat confidentially any information furnished to each other (such information being collectively referred to herein as the "Confidential Material"). Confidential Material of a party shall include, but not be limited to, information disclosed regarding a party's products, services, hardware, software, screens, specifications, designs, data, prototypes, discoveries, research, developments, operations, processes, procedures, intellectual property, market research, marketing techniques and plans, business plans and strategies, customer names and other customer information, price lists, pricing policies and financial information or other business and/or technical information and materials; whether in oral, demonstrative, written, electronic, graphic or machine-readable form; as well as any analyses, compilations, studies or documents prepared by the receiving party or its directors, officers, employees or agents which summarize any such information of the disclosing party.

Each party agrees that it will not use the Confidential Material in any way detrimental to the disclosing party, or its shareholders, affiliates or associates (as such latter two terms are defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended—the "Exchange Act"); that disclosure of the Confidential Material to the other party does not convey any future ownership or use rights, or constitute or imply the existence of a joint venture or other business agreement between the parties; and that such information will be kept confidential and not distributed to other persons; provided, however, that (i) any of such information may be disclosed to each party's directors, officers, employees or agents who need to know such information (it being understood that such directors, officers, employees and agents shall be informed by of the confidential nature of such information and that by receiving such information they are agreeing to be bound by this NDA), and (ii) any disclosure or distribution of such information may be made to which the disclosing party consents in writing.

The term "Confidential Material" as used herein does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the receiving party or its directors, officers, employees or agents, (ii) was or becomes available to the receiving party on a nonconfidential basis prior to its disclosure by the disclosing party or its agents, (iii) was or becomes available to the receiving party on a nonconfidential basis from a source other than by the disclosing party or its agents, provided that by the receiving party reasonably believes that such source is not bound by a confidentiality agreement with the disclosing party, or (iv) was within the receiving party's possession prior to its being furnished by the disclosing party, provided that the source of such information was not bound by a confidentiality agreement with the disclosing party or its agents in respect thereof.

Upon either party's request, both parties will promptly redeliver to each disclosing party all copies of the Confidential Material and will destroy all memoranda, notes, analyses, compilations and other writings prepared by it or its directors, officers, employees or agents based on the Confidential Material.

This NDA contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. If any provision of this NDA is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

In Witness Whereof, the parties hereto, through their duly authorized officers, have executed this NDA as of the day and year first set forth below.

Adriel T. Desautels

CEO/ Netragard, Inc.

Date

Authorized Signature

Title: President

Alex Velasco

Date October 4th 2013

10-4-13