

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement"), dated as of March 9, 2011, 200__ (the "Effective Date"), is by and between Autani Corporation, a Delaware corporation, with offices located at 7125 Columbia Gateway Drive, Suite 200, Columbia, MD 21046 (hereinafter, together with its subsidiaries, affiliates, customers and clients referred to as "Autani"), and Northeastern Energy Consultants, LLC, a New Jersey LLC ~~corporation~~ with offices located at 5 Evergreen Drive, Voorhees, NJ 08043 (hereinafter, together with its subsidiaries, affiliates, customers and clients referred to as "Company" and collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties desire to discuss certain matters regarding potential business opportunities between the parties relating to their business (the "Opportunity").

WHEREAS, in connection with the Opportunity, certain confidential and proprietary information regarding the Parties may be disclosed to each other in order for the parties to evaluate the Opportunity.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration had and received, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the parties to this Agreement hereby covenant and agree as follows:

1. Confidential Information. Confidential Information shall include and mean all confidential information disclosed at any time either orally, by demonstration, in writing or otherwise of Disclosing Party, including:

(a) any information or technical data that is sensitive material, including information which affords Disclosing Party a significant competitive advantage over its competitors, and not generally known to the public, including, but not limited to, products planning information, marketing estimates, business plans, and internal performance results relating to past, present or future business activities;

(b) all confidential or proprietary concepts, documentation, reports, specifications, computer software, source code, executable programs that have not been released to the general public, programmers' notes, algorithms blue prints, proofs of concept, object code, flow charts, databases, inventions, and trade secrets, whether or not patentable or copyrightable;

(c) all documents, inventions, substances, engineering and laboratory notebooks, diagrams, computer programs and data, specifications, bills of material, equipment, prototypes and models, and any other tangible manifestation (including data in computer or other digital format) of the foregoing, which now exist or come into the control or possession of the Receiving Party;

(d) any documents, analysis, surveys or studies based upon, incorporating or reflecting any of the confidential information described in subparagraphs (a) through (c) above.

For purposes of this Agreement there shall be no requirement that any Confidential Information be marked or identified as “confidential” or “proprietary” or similar terms.

2. Confidentiality Obligations. Except as expressly authorized by prior written consent of Disclosing Party, the Receiving Party shall:

(a) limit access to any Confidential Information received by it to its officers, employees, independent contractors, agents and representatives who have a need-to-know in connection with the Opportunity;

(b) advise its officers, employees, independent contractors, agents and representatives having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement;

(c) take appropriate action by instruction or agreement with its employees, agents and representatives having access to the Confidential Information to fulfill its obligations under this Agreement;

(d) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;

(e) use all Confidential Information received by it solely for purposes of evaluating the Opportunity and for no other purpose whatsoever;

(f) not disclose any Confidential Information received by it to third parties;

(g) not disclose the existence or subject matter of the contemplated business relationship relating to the Opportunity to any third party;

(h) not copy or reverse engineer any Confidential Information; and

(i) not use either Party’s name, trademarks or service marks, as a reference or otherwise, without the other Party’s prior written consent.

Upon the request of Disclosing Party, the Receiving Party shall use reasonable efforts to promptly collect and surrender (or confirm the destruction or nonrecoverable data erasure of computerized data) of all Confidential Information and all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and any and all copies or extracts of same, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) pertaining to or including the Confidential Information. Notwithstanding the foregoing, legal counsel for the Receiving Party may retain solely for archival purposes one copy of all Confidential Information as well as documents, memoranda, notes and other writings prepared based on the Confidential Information.

3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use in Section 2 shall not apply to any Confidential Information that:

- (a) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the Receiving Party; or
- (b) was lawfully received by the Receiving Party from a third party free of any obligation of confidence to Disclosing Party; or
- (c) was already in the possession of the Receiving Party prior to the Effective Date; or
- (d) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving Disclosing Party as much advance notice of the possibility of such disclosure as practical so that Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
- (e) is subsequently and independently developed by employees, consultants or agents of the Receiving Party without reference to the Confidential Information disclosed under this Agreement; or
- (f) is disclosed by the Receiving Party in accordance with the prior written approval of Disclosing Party.

4. Rights in Confidential Information. All Confidential Information disclosed by Disclosing Party shall remain its sole and exclusive property, which Disclosing Party is entitled to protect. Except as specifically provided for herein, no license is hereby granted to the Receiving Party, by estoppel or otherwise under any patent, trademark, copyright, trade secret or other proprietary rights of Disclosing Party. The Receiving Party acknowledges that, except as may be otherwise provided in accordance with this Agreement, Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, that Disclosing Party shall have no liability whatsoever to the Receiving Party or any other party as a result of the use of the Confidential Information or any

errors therein or omissions therefrom and that the Receiving Party shall assume full responsibility for all conclusions derived from the Confidential Information.

5. Equitable Relief. The Parties acknowledge that the provisions of this Agreement are necessary to protect the trade, commercial and financial interests of each Party and that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, in addition to all other remedies that it may have, it shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement.

6. Term. This Agreement shall commence on the Effective Date and continue in effect through the termination of discussions regarding the Opportunity. Notwithstanding the previous sentence, all obligations under this Confidentiality Agreement shall terminate on the date two years from the Effective Date.

7. Competing Business Plans. Each party acknowledges that the other may now market or have under development products or services which are competitive with products or services now offered or which may be offered by the other, may now be having or in the future may have discussions with others concerning subject matters similar to the Opportunity or other similar business transactions, and may receive information from others similar to the Confidential Information. Subject to the express obligations set forth in this Agreement, neither this Agreement nor discussions and/or communications between the parties hereto will impair the right of either party to develop, make, use, procure, and/or market any products or services or to pursue other business transactions, alone or with others, now or in the future, including those which may be competitive with those offered by the other.

8. No Obligation. Neither this Agreement nor the disclosure by Disclosing Party of the Confidential Information to the Receiving Party shall result in any obligation on the part of Disclosing Party to enter into any further agreement with the Receiving Party with respect to the Opportunity or otherwise, to purchase any products or services from the Receiving Party or require Disclosing Party to disclose any particular information to the Receiving Party. Nothing in this Agreement shall imply any partnership, joint venture or other business relationship between the parties or be construed to create any agency relationships between the parties.

9. No Public Announcements. In no event shall the Receiving Party issue a press release or make any statement to the general public concerning the subject matter hereof without the express prior written consent of Disclosing Party, except for any release or announcement that may be required by law or the rules and regulations of any exchange on which the securities of Disclosing Party are listed, traded or qualified for trading. This provision shall apply without regard to whether the Opportunity contemplated between the parties is consummated or pursued.

10. Rule 10b-5 Limitations. The Receiving Party hereby acknowledges that it and its officers, employees, independent contractors and agents are aware that the United States securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such company, or from communicating such information

to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities of such company.

11. Non-Solicitation of Employees. The Receiving Party agrees that, at all times while this Agreement is in effect and for one year thereafter, it will not directly or indirectly, call upon any person who is, at that time, or who was at any time within two years prior to that time, an employee of the other party in a managerial capacity for the purpose or with the intent of enticing such employee, or former employee, away from or out of the employ of the other party. The Receiving Party acknowledges and agrees that the covenants contained in this Agreement, including, without limitation, the length of time, scope and geographic area of the restrictions, are fair, reasonable and just in relationship to the business activities of the parties.

12. Miscellaneous. This Agreement may be executed in any number of counterparts, including signatures sent via facsimile, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns including any successor to substantially all the business of either Party whether by merger, sale of stock, purchase of assets or otherwise. Each of the parties hereto represents and warrants to the other that it has the duly granted corporate authority to enter into this Agreement and that the person signing this Agreement has been duly authorized to execute this Agreement on said party's behalf. No failure or delay (in whole or in part) on the part of Disclosing Party to exercise its right or remedy under this Agreement or provided by law shall be deemed a waiver of such right or remedy, or operate as a waiver thereof, or affect any other right or remedy. If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, legality, or unenforceability shall not affect the remaining provisions and portions of this Agreement. This Agreement constitutes the full and complete understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Disclosing Party has under trade secret, copyright, patent or other laws that may be available. No modification or amendment of this Agreement shall be binding upon any party unless made in writing and duly executed by authorized representatives of all parties. This Agreement and performance thereunder shall be governed by the laws of the State of Delaware, excluding its conflicts of laws rules.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Autani Corporation

Northeastern Energy Consultants, LLC

By: _____
Name:
Title:

By: _____
Name: Matthew B Reischer
Title: President