

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure and Confidentiality Agreement is entered into this 18th day of April, 2011 by and between **Victor Bernson, Esq.** ("Bernson"), **TEUFEL HUNDEN ENTERPRISES, LLC** ("Teufel Hunden"), and **Eric S. Montalvo, Esq.** ("Montalvo") (Teufel Hunden and Montalvo collectively "Disclosers"), and their respective employees, officers, managers, members, directors, agents and assigns.

RECITALS

WHEREAS, Bernson has expressed an interest in becoming involved in a project or projects involving certain entities doing business in and with Afghanistan with respect to which Montalvo has pre-existing relationships and ongoing communication ("Project");

WHEREAS, in order to discuss the Project and Bernson's potential involvement, Disclosers will tender highly Confidential Information as defined herein to Bernson;

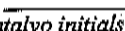
WHEREAS, Bernson acknowledges and agrees that Bernson will have had no such prior Confidential Information until exposure to such Confidential Information by Disclosers; and

WHEREAS, the parties hereto acknowledge and agree that confidentiality regarding the Project and the Confidential Information to be disclosed to Bernson is necessary for continued discussions of Bernson's potential involvement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. For purposes of this Agreement, "Confidential Information" means all information (whether in writing, oral, or in electronic form) learned by Bernson from Disclosers, as well as all reasonable inferences drawn from such Confidential Information. The parties acknowledge that all such information constitute the trade secrets, proprietary, and confidential information of Disclosers and constitute Confidential Information whether or not designated as such in writing or specifically identified as "confidential."
2. The parties hereto recognize the need of Disclosers to preserve its Confidential Information concerning the industries and geopolitical regions in which Disclosers are engaged. Disclosers' strength and goodwill is derived from the Confidential Information generated from experience with the industries and geopolitical regions in which it conducts its activities. The disclosure of the Confidential Information to competitors or potential competitors would be beneficial to them and detrimental to Disclosers, as would the disclosure of information about the products, methods, marketing practices, pricing practices, costs, profit margins, design specifications, analytical techniques, technical


Bernson initials


Montalvo initials

- information, client contacts, inventory sources, customer information, employee information, and other similar items of Disclosers.
3. Bernson acknowledges Disclosers' express reliance on Bernson's agreement to the terms hereof in disclosing the Confidential Information, and that Bernson's agreement is a material inducement to Disclosers' release of such Confidential Information.
 4. Bernson will: (i) not disclose Confidential Information in any manner to any person, firm or corporation, whether in competition with Disclosers or not, (ii) keep the Confidential Information confidential and will not disclose any Confidential Information in any manner whatsoever and at any time during and after the Project except as expressly authorized by this Agreement; and (iii) not use any Confidential Information except as expressly authorized by this Agreement.
 5. This Agreement governs all receipt of Confidential Information by Bernson, whether received before or after the execution hereof.
 6. If Bernson is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information other than as contemplated by this Agreement, Bernson will notify Montalvo immediately so that Disclosers may seek a protective order or, in its sole discretion, waive in writing compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or in the event that Disclosers waive compliance with the terms hereof, Bernson will furnish only that portion of the Confidential Information that is required by law to be disclosed and will exercise his best efforts to obtain reasonable and reliable assurances that confidential treatment will be accorded any Confidential Information to be furnished.
 7. Bernson agrees not to use the Confidential Information in any way except in furtherance of the Project's objectives.
 8. If the parties cease their discussions regarding the Project, then all Confidential Information (including any and all copies thereof) must be promptly returned to Disclosers.
 9. Bernson agrees that remedies at law are inadequate to protect against actual or threatened breach of this Agreement by Bernson and, without prejudice to any other rights and remedies otherwise available to Disclosers, Disclosers are entitled to injunctive or other equitable relief, including specific performance, in the event of a breach or threatened breach of this Agreement by Bernson. If Disclosers substantially prevail in any action seeking such relief (whether by settlement or by court order), then Bernson must promptly reimburse Disclosers for all reasonable attorneys' fees and costs incurred in connection with such action.
 10. No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
 11. The obligations of this Agreement are continuing until the Confidential Information is no longer confidential.

12. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement, which remains in full force and effect.
13. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
14. This Agreement is for the benefit of the parties and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
15. The parties appoint the following individuals to act on behalf of the respective parties in connection with this Agreement:

As to Bernson:

Victor Bernson, Esq.
788 Marston Court
Millersville, MD 21108

As to Disclosers:

Eric S. Montalvo, Esq.
Teufel Hunden Enterprises, LLC
5000 Shortgrass Lane
Haymarket, VA 20169-3170

With a copy, which shall not constitute notice hereof, to:

Laura E. Jordan, Esq.
The Capital Law Firm, PLLC
4702 Wisconsin Ave., N.W.
Washington, D.C. 20016

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

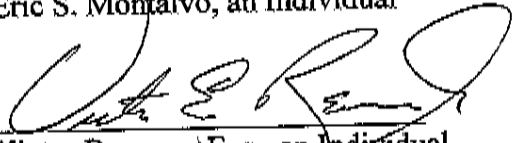
ATTEST:

TEUFEL HUNDEN ENTERPRISES, LLC

By: _____
Eric S. Montalvo, Manager

INDIVIDUALLY

By: _____
Eric S. Montalvo, an Individual

By: 
Victor Bernson, Esq., an Individual