

This Mutual Nondisclosure Agreement (this "Agreement"), effective on _____ ("Effective Date"), is entered into by and between CIAL D&B Client Services Corp (a Barbados Company), CIAL D&B Services Inc (a Delaware Corporation), Dun & Bradstreet (Israel) LTD (a legal entity under the laws of the State of Israel) and D&B Credit Data Company LTD (a legal entity under the laws of the State of Israel) and any Parent, Subsidiary, affiliate and/or assignee of the entities (collectively "CIAL D&B"), and _____ ("the Company") (each herein referred to individually as a "Party," or collectively as the "Parties"). In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. In connection with discussions regarding a proposed business relationship between Cial D&B and the Company, Cial D&B or the Company (the "Disclosing Party") may disclose to the other party (the "Receiving Party") written information, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential including research, development or business plans, operations, systems, policies, procedures, practices, data, methods, and/or other business and financial information that may be confidential in nature. All such information, whether disclosed before or after the Effective Date of this Agreement, and all analyses, compilations, studies, notes, interpretations, memoranda or other documents prepared by the Receiving Party containing or based in whole or in part on any such information are collectively referred to herein as "Confidential Information" of the Disclosing Party. Notwithstanding anything to the contrary contained herein, "Confidential Information" does not include information that (i) is already known to the Receiving Party at the time of its disclosure free of any obligation to keep it confidential, (ii) becomes publicly available through no wrongful act or omission of the Receiving Party, (iii) is lawfully disclosed to the Receiving Party by a third party having the right to disclose such information and without restriction on subsequent disclosure, (iv) is independently developed by the Receiving Party without reference to the Confidential Information, or (v) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law.

2. The Receiving Party shall: (i) maintain the Confidential Information in strict confidence, including by restricting disclosure of the Confidential Information solely to those of its employees, consultants, agents and advisors (collectively, "Representatives") with a need to know and not allowing it to be disclosed, through negligence or otherwise, to third parties, (ii) advise Representatives who receive the Confidential Information of their obligations hereunder and assume full responsibility for any breach by them of such obligations, (iii) use the Confidential Information only in furtherance of the business relationship described in Paragraph 1 above, and (iv) prohibit unauthorized persons from having access to Confidential Information and ensure all persons having access to Confidential Information refrain from any unauthorized disclosure.

3. Except to the extent reasonably necessary to further the business relationship described in Paragraph 1 above, no copies or reproductions shall be made of any Confidential Information without the prior written consent of the Disclosing Party. Upon the request of the Disclosing Party, the Receiving Party shall promptly destroy all documents and records, including computer tapes and discs, containing Confidential Information, without in any manner retaining any copies, duplicates, extracts or other reproductions thereof. Upon the request of the Disclosing Party, (i) all Confidential Information contained in the memory of any computer operated by the Receiving Party shall be destroyed, and (ii) upon request, an authorized signatory of the Receiving Party shall promptly provide a certificate to the Disclosing Party confirming that the foregoing actions (including destruction) have taken place.

4. Should third parties request the Receiving Party or any of its Representatives to submit Confidential Information to them pursuant to subpoena, summons, search warrant or governmental order, the Receiving Party shall notify the Disclosing Party promptly upon receipt of such request and thereafter deliver notice of the request to the Disclosing Party not later than two business days after receipt by the Receiving Party. If the Disclosing Party objects to the release of the Confidential Information, the Receiving Party shall (i) permit counsel chosen by the

Disclosing Party to represent the Receiving Party in order to resist release of the Confidential Information, and (ii) take all steps reasonably required to minimize the release of Confidential Information. The Disclosing Party will pay the Receiving Party for reasonable expenses incurred by the Receiving Party in connection with resisting the release of Confidential Information.

5. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information, except for the limited right to use the Confidential Information in furtherance of the business relationship described in Paragraph 1 above.

6. Neither this Agreement nor any discussions between the parties shall be construed to create obligations (other than the obligations explicitly created hereunder) by either party with regard to any proposed business relationship. Such obligations shall be incurred, if at all, only pursuant to the terms of a separate written agreement.

7. It is understood and agreed that both Disclosing Party and Receiving Party may proceed independently of the other to develop services or products competitive with those of the other and may associate itself with competitors of the other for purposes substantially similar to those involved in the discussions giving rise to the Agreement. Nothing contained herein shall be construed as requiring any restriction on the type of activities in which employees of Receiving Party who had access to Confidential Information may participate, provided the Confidential Information is not used in any such activities.

8. The Disclosing Party represents and warrants that it has all necessary right, title and authority to disclose the Confidential Information to the Receiving Party. The Receiving Party acknowledges that, (i) the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information, and (ii) except in connection with a breach by the Disclosing Party of the representation and warranty contained above, the Disclosing Party has no liability whatsoever arising out of the Receiving Party's use of the Confidential Information.

9. The parties agree that a breach of this Agreement by either party will cause irreparable injury to the other party, and that each party shall therefore be entitled, in addition to any other rights it may have at law or in equity, to an injunction enjoining the other party from any such breach. The Receiving Party hereby waives any requirement for the security or posting of any bond in connection with such enforcement.

10. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed and construed in accordance with the internal laws of the State of Delaware. Any legal proceeding arising hereunder shall be brought only in a court sitting in Delaware. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

11. Any notice or other communication required or permitted hereunder shall be given in writing to the other party at the address stated below or at such other address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given or made when received. Any notice to Cial hereunder shall be addressed to Legal Dept. – Contract Manager at the address set forth above the Cial signature. Any notice to the Company shall be delivered at the address set forth above the Company's signature.

12. This Agreement shall become effective as of the date the last party executes this Agreement (the "Effective Date") and shall continue until the second anniversary of the Effective Date unless earlier terminated in writing by either party. The obligations hereunder with respect to Confidential Information received prior to such termination shall survive for a period of three years after the termination of this Agreement.

13. All modifications, waivers and amendments to this Agreement must be made in writing and signed by the party to be bound.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Cial D&B

Glenpointe Centre East
300 Frank W. Burr Blvd. – Suite 41
Teaneck, New Jersey 07666

COMPANY NAME

Company Address:

By: _____

Name: Gary Fuchs

Title: Chief Operating Officer

Date: _____

By: _____

Name: _____

Title: _____

Date: _____