

To: Steve Miller

(212) 451-1450

Non-Disclosure Agreement

APRIL 5, 2010

[] MITCHELL HOLDINGS LLC
[] 41 EAST 60th STREET
[] NY, NY 10022

Ladies and Gentlemen:

In connection with Mitchell Holdings ("Other Party") consideration of a possible transaction with Global Open (the "Company"), Other Party has requested certain information concerning the Company. As a condition to Other Party being furnished with such information, Other Party agrees to treat any information (whether written or oral) concerning the Company (whether prepared by the Company, its advisors or otherwise) which is furnished to Other Party by or on behalf of the Company or the Company's affiliates or its or their directors, officers, employees, affiliates, representatives (including financial advisors, attorneys or accountants) or agents (collectively, "Representatives") to Other Party or Other Party's Representatives, and all analyses, compilations, forecasts, studies or other notes or documents prepared by Other Party or Other Party's Representatives which contain or reflect or are generated from any such information (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this letter and to take or abstain from taking certain other actions herein set forth. The term "Evaluation Material" does not include information which (i) is already in Other Party's possession at the time of disclosure, or (ii) becomes generally available to the public other than as a result of a disclosure by Other Party or Other Party's Representatives in breach of this letter, or (iii) becomes available to Other Party on a non-confidential basis from a source other than the Company or the Company's Representatives, provided that such source is not known by Other Party, after due inquiry, to be bound by a confidentiality agreement with or other obligation of secrecy to the Company or another party, or (iv) is independently developed by Other Party or Other Party's Representatives without use of or reference to the Evaluation Material.

Other Party hereby agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction between the Company and Other Party, that, subject to the fourth paragraph of this letter, such information will be kept confidential by Other Party or Other Party's Representatives, and that Other Party or Other Party's Representatives will not disclose in any manner whatsoever such information or the fact that Other Party has received such information. Other Party agrees that to induce the Company to disclose the Evaluation Material to Other Party, Other Party hereby agrees not to disclose the Evaluation Material to any person or entity, including any of Other Party's affiliates, unless (i) such person has also signed a letter agreement with substantially similar terms as are contained in this letter agreement and (ii) the Company is provided advance notice thereof and has consented to such disclosure in writing. Other Party further agrees that it will be responsible for any breach of this letter by any of Other Party's Representatives.

In addition, without the prior written consent of the other party, no party may, and will direct its Representatives not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the Company and Other Party or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, otherwise than as required by law.

In the event that Other Party or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any informal or formal investigation by any government or governmental agency or authority) to disclose any of the Evaluation Material or any of the other information referred to in this letter, Other Party shall notify the Company promptly in writing so that the Company may seek a protective order or other appropriate remedy or, in the Company's sole discretion, waive compliance with the terms of this letter. Other Party agrees not to oppose any reasonable action by the Company to obtain such a protective order or other remedy. Whether or not such a protective order or other remedy is obtained or the Company waives compliance with the terms of this letter, Other Party agrees that Other Party and its Representatives will furnish only that portion of the Evaluation Material or other information which Other Party reasonably believes (on advice by counsel) is advised by counsel that it is legally required to furnish.

Other Party hereby acknowledges that the Evaluation Material is being furnished to it in consideration of Other Party's agreement that prior to the earlier of (i) April ~~2012~~ ²⁰¹¹ or (ii) the execution by Other Party and the Company of a definitive and binding agreement relating to a possible transaction (the "Period"), neither Other Party nor any of its affiliates that have received the Evaluation Material under this letter (the "Subject Affiliates"), without the prior written consent of the Company, will, whether publicly or otherwise, directly or indirectly (nor will Other Party or any of its Subject Affiliates in any way assist, finance, influence or encourage any other person or entity, whether publicly or otherwise, directly or indirectly to), initiate, make, effect, cause or seek, offer or propose to initiate or participate in or take a position with respect to: (i) any acquisition or offer to acquire (by means of any tender or exchange offer, merger or other business combination or an other manner) any securities (in excess of 4.9% of the outstanding voting securities) or assets of the Company or beneficial ownership (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "1934 Act")) thereof; (ii) seek or propose to influence, advise, change or control the management or Board of Directors of the Company, including, without limitation, by means of a solicitation of proxies or seeking to influence, advise or direct the vote of any holder of voting securities of the Company; (iii) any disclosure of any intention, plan or arrangement inconsistent with any of the foregoing; (iv) any discussions, arrangements, understandings, agreements or proposals with any person or entity inconsistent with any of the foregoing or (v) taking any action that might result in the Company having to make a public announcement regarding any of the matters referred to in clauses (i) through (iv) of this paragraph, or announce an intention to do, or enter into any arrangement or understanding or discussions with others to do, any of the actions restricted or prohibited under clauses (i) through (iv) of this paragraph; provided, however, the foregoing shall immediately terminate if (A) there is a commencement by a third-party (directly and indirectly unaffiliated with Other Party and otherwise not acting in concert with Other Party) of a tender offer for the Company's voting securities without the prior approval or consent of the Company's Board of

Directors, or (B) the Company or any of its Representatives enters into any written agreement (including, without limitation, binding letters of intent and definitive agreements) for the acquisition by another person of the Company's securities and/or assets (though excluding non-disclosure agreements and like agreements). The Company shall notify Other Party of the occurrence of clause (A) and/or (B) within 48 hours. Other Party also agrees that, during the Period, neither Other Party nor any of Other Party's Representatives will request the Company or any of the Company's Representatives, directly or indirectly, to amend or waive any provision of this paragraph (including this sentence). If at the time of this letter Other Party is engaged in any of the actions referred to in clauses (i) through (iv) of this paragraph, Other Party agrees to promptly cease or withdraw any such action.

In addition, for a period commencing on the date hereof and terminating on the first anniversary of the date hereof, neither Other Party nor any of its Representatives on behalf of Other Party, without the prior written consent of the Company, will, in any manner, whether publicly or otherwise, solicit, interfere with or endeavor to entice away any officer, director or key employee of the Company; provided, however, that the foregoing shall not prevent Other Party from (i) making general solicitations through recruiters, newspapers, the internet or otherwise, and (ii) hiring unsolicited persons that contact Other Party for employment.

Other Party also agrees that the Company shall be entitled to specific performance or other equitable relief, including injunction, in the event of any breach or threatened breach of the provisions of this letter. Such remedy shall not be deemed to be the exclusive remedy for a breach of this letter but shall be in addition to all other remedies at law or in equity.

Although the Company has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of Other Party's investigation, Other Party understands that neither the Company nor any of its Representatives has made or makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. Other Party agrees that neither the Company nor its Representatives shall have any liability to Other Party or any of its Representatives resulting from the use of the Evaluation Material.

Immediately upon the Company's request, Other Party shall promptly redeliver to the Company all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by the Company, its advisors or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings whatsoever prepared by Other Party or its Representatives based on the information in the Evaluation Material shall be destroyed, and such destruction shall be confirmed in writing to the Company by an authorized officer supervising such destruction. All information contained in any documents returned to the Company or destroyed, and any oral information provided to Other Party or its Representatives, will continue to be subject to this letter.

Each party agrees that unless and until a definitive agreement between the Company and Other Party with respect to any transaction referred to in the first paragraph of this letter has been executed and delivered, neither the Company nor Other Party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral

expression with respect to such a transaction by the Company or any of its Representatives except, in the case of this letter, for the matters specifically agreed to herein.

This letter shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws thereof. It is further agreed that any suit, action or proceeding arising under or relating to this letter shall be brought either in the United States District Court located in, or a New York state court located in, the County which includes New York, New York, and that Other Party and the Company (a) consent to the jurisdiction of any such court, (b) agree to service of process in any such suit and agree that service of any process, summons, notice or document by U.S. registered or certified mail to Other Party's address set forth above shall be effective service of process for any suit, action or proceeding brought against Other Party in such court, and (c) agree that any such court will be the proper and convenient forum for any such suit, action or proceeding.

No modifications of this letter or waiver of the terms and conditions hereof will be binding upon Other Party or the Company, unless executed in writing by each of Other Party and the Company.

This letter and all obligations hereunder shall terminate on the ~~second~~ anniversary of the date hereof, except where otherwise explicitly stated herein.

First 

This letter shall inure to the benefit of and be binding upon each party's respective successors and assigns; provided, however, that neither this letter nor any of the rights, interests or obligations hereunder shall be assigned by either Other Party or the Company without the prior written consent of the other party.

Very truly yours,

[COMPANY]



By: _____

Name:

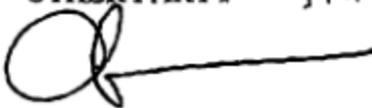
Title:

JEFFREY O'NYWSIDE
CFO

Confirmed and Agreed to as of
Date Written Above:

[OTHER PARTY]

MITCHELL HOLDINGS LLC



By: _____

Name:

Title: