

NON DISCLOSURE, NON COMPETE , and NON CIRCUMVENT AGREEMENT

This NON DISCLOSURE, NON COMPETE, AND NON CIRCUMVENT AGREEMENT (this "Agreement"), Dated _____, is entered into by and between Massive Brand Online Ltd., and its affiliates, successors and assigns (including but not limited to Blue Mountain Best (TBI) and Massive Therapeutics (TBI), et al.) (the "Disclosing Party"), and the "Receiving Party."

1. Confidential Information

Disclosing Party proposes to disclose certain items of its confidential and proprietary information (hereinafter "Confidential Information") to the Receiving Party exclusively for the purpose of the Receiving Party's understanding of and acquaintance with the businesses of the Disclosing Party. Confidential Information relates to and shall include all data, materials, products, technology, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other medium to the Receiving Party by the Disclosing Party. Disclosing Party may also disclose certain information owned by its clients and partners which should also be treated as confidential. Nothing herein shall require the Disclosing Party to disclose any of its information.

2. Intellectual Property Rights

The property and ownership of all Intellectual Property Rights in any Confidential Information imparted to the Receiving Party under this Agreement shall belong exclusively to the Disclosing Party. Receiving Party shall not in any way communicate information relating to such business activities of the Disclosing Party.

3. Receiving Party's Obligations

The Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to the Disclosing Party, and the Receiving Party shall hold the same in confidence. Receiving Party shall not use the Confidential Information other than for the purposes of personal review and research. The Receiving Party shall be liable to the Disclosing Party for any breach of any obligations set out in this Agreement. The Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from the Disclosing Party to any other party whatsoever except with the specific prior written authorization of the Disclosing Party.

Confidential Information furnished in tangible form shall not be duplicated by the Receiving Party without the prior written consent of the Disclosing Party. Upon the request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Receiving Party's option, any documents or other media developed by the Receiving Party containing Confidential Information may be destroyed by the Receiving Party. Receiving Party shall provide a written certificate to the Disclosing Party regarding the destruction of Confidential Information within ten (10) days thereafter.

The Receiving Party hereby agrees not to directly or indirectly compete with the businesses of the Disclosing Party and its successors and assigns. The term "compete" as used herein shall mean that the Receiving Party shall not own, manage, operate, consult or be employed in a business substantially similar to or competitive with the present businesses of the Disclosing Party.

4. Non-Circumvention

Receiving Party shall not, directly or indirectly, use or exploit (or attempt to use or attempt to exploit) any Confidential Information, other than for purposes of evaluating a potential transaction, without the prior written consent of the Disclosing Party. The Receiving Party agrees that, for a period of three (3) years from the date of this Agreement, the Receiving Party shall not, directly or indirectly, circumvent this agreement.

5. Exclusions

The obligations in Clause 4 shall not apply where the Receiving Party can prove that the Confidential Information:

- (a) is in the public domain; or
- (b) is obtained by the Receiving Party other than pursuant to this Agreement free from restriction from a source permitted to disclose the same; or
- (c) is required to be disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory body.

For the avoidance of doubt, Confidential Information shall not be deemed to be in the public domain merely because it is known to a limited number of third parties having experience in the relevant field. In addition, any combination of elements of the Confidential Information shall not be deemed to be within the foregoing exceptions merely because individual elements of the Confidential Information are in the public domain but only if the combination is in the public domain.

6. No Warranty

The Receiving Party acknowledges that the Disclosing Party makes no representation with respect to the accuracy or completeness of the Confidential Information except to the extent agreed upon by the Disclosing Party in writing.

7. No Publicity

Receiving Party agrees not to disclose the existence or terms and conditions of the Agreement, or the fact that any discussions are being held with the Disclosing Party.

8. Amendment and Waiver

No change, modification, extension, termination or waiver of this Agreement or any of the provisions herein contained shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

9. Governing Law and Equitable Relief

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming and the Province of Ontario. Receiving Party agrees that in the event of any breach or threatened breach by the Receiving Party, the Disclosing Party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Disclosing Party against any such breach or threatened breach.

10. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further written agreement that is duly executed by both parties.

11. No Assignment

Receiving Party may not assign this Agreement or any interest herein without the Disclosing Party's express prior written consent.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Notices

Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, or recognized overnight delivery services.

14. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

15. Non-Disparagement

Receiving Party agrees that it will not, at any time directly or indirectly (including through one or more intermediaries), make, publish or communicate to any person or entity or in any public forum any comment or statement, written or oral or in electronic format, that criticizes, deprecates, denigrates or disparages, or otherwise take any action which could reasonably be expected to adversely affect the personal, professional or business reputation of the Disclosing Party or any of its affiliates, or their respective successors, agents and assigns or principals.

For each instance of breach (i.e., each disparagement) by the Receiving Party (each, a "Disparagement"), Receiving Party shall pay to the disparaged person or entity an amount equal to USD\$25,000 (the "Liquidated Damages"). The parties agree that the Liquidated Damages constitute compensation (i.e., liquidated damages), and not a penalty. The parties acknowledge and agree that the harm caused by a "Disparagement" would be impossible or very difficult to accurately estimate as of the date of this Agreement and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a "Disparagement." Receiving Party's payment of the Liquidated Damages for a Disparagement is the Receiving Party's sole liability and entire obligation and is the Disclosing Party's exclusive remedy for such Disparagement.

16. Injunctive Relief

Each party understands and agrees that, because of the unique nature of the Confidential Information, the Disclosing Party will suffer irreparable harm if the Receiving Party fails to comply with any of its obligations under this Agreement, and monetary damages will be inadequate to compensate the Disclosing Party for such breach. Accordingly, the Receiving Party agrees and stipulates that the Disclosing Party shall, in addition to any other remedies available to the Disclosing Party at law or in equity, be entitled to injunctive relief and all costs

and attorney's fees incurred to enforce the terms of this Agreement without (to the extent permitted by law) posting a bond, proving the inadequacy of damages or other undertaking.

17. Value

Receiving Party acknowledges and agrees that the Confidential Information and the opportunity have substantial independent economic value and that the Disclosing Party would not disclose any Confidential Information or the opportunity to the Receiving Party but for the Receiving Party's agreements contained herein.

18. Counterparts

This Agreement may be executed in one or more original, faxed or electronic counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.