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USER RESEARCH NON–DISCLOSURE AGREEMENT

This User Research Non-Disclosure Agreement is entered into this ___ day of _____, 20__ ("**Effective Date**"), by and between UXReactor Inc. ("**Company**") and _____ ("**Other Party**") to protect certain confidential information being disclosed between **Company** and the **Other Party** solely for the purpose of performing user research ("**Purpose**"). **Company** and **Other Party** may be referred to in this agreement individually as a "**Party**" and collectively as "**Parties**".

1. Confidential Information

"**Confidential Information**" means the proprietary information exchanged between Parties, which includes, without limitation, information (tangible or intangible) regarding patent and patent applications, trade secrets, product or service ideas or plans, techniques, sketches and designs, works of authorship, engineering designs and drawings, hardware configuration information, inventions, know-how, processes, equipment used, algorithms, software programs, tasks, questions, videos, recordings, websites, products, materials, images, text, communications, software source documents, formulae, related to the current, future, and proposed products and services, as well as information concerning disclosing party's business, research, experimental work, development process, design details and specifications, engineering requirements, procurement requirements, employees and consultants (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), suppliers and customers, price lists, pricing methodologies, cost financial forecast, historical financial data, budgets, sales plans, data, market share data, licences, contract information, business plans, merchandising plans, marketing plans, clinical data and analysis, all other information that receiving party knew, or reasonably should have known, was Confidential Information of disclosing party and any information specifically marked "confidential" or "proprietary".

2. Nondisclosure Obligations

Subject to clause 3 (Permitted disclosure) , **Other Party** agrees to hold Confidential Information in confidence and to not use or disclose it to a third party for a period of three (3) years from Effective Date of Confidential Information, and will use Confidential Information of Company only for Purpose. Other Party will also protect such Confidential Information with at least the same degree of care that **Other Party** uses to protect its own Confidential Information, but in no case, less than reasonable care (including reasonable security measures) to prevent the unauthorized use, dissemination or publication of Confidential Information.

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Other Party must promptly notify Company of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Company which may come to **Other Party**'s attention.

Other Party may disclose Confidential Information to its employees, agents, financial advisers and independent contractors with a need-to-know, only as necessary to fulfil **Purpose** and provided such parties have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained in this agreement.

3. Permitted Disclosure

Information disclosed under this agreement will not be considered Confidential Information, if **Other Party** can prove that such information:

(a) was in the public domain prior to the time of disclosure or has entered the public domain through no fault of **Other Party**;

(b) was known to **Other Party**, without restriction, at the time of disclosure;

(c) was independently developed by **Other Party** without use of or reference to Confidential Information;

(d) is rightfully disclosed to **Other Party** by a third party without confidentiality restrictions;

(e) is disclosed with the prior written approval of Company; or

(f) is disclosed pursuant to the order or requirement of a court, administrative

agency, or other governmental body; provided, however, that **Other Party** will (i) notify Company in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) disclose only that portion of Confidential Information legally required.

4. Return of Information

Upon request of **Company**, **Other Party** will promptly return or certify the destruction of Confidential Information and all authorized copies thereof.

5. No Rights to Confidential Information Granted

Company will retain all right, title and interest to its Confidential Information. This agreement does not grant to **Other Party** patent, copyright or other intellectual property right that has issued or that may issue, based on Confidential Information or other rights, except the limited right to use Confidential Information for **Purpose**.

Nothing in this agreement creates or will be deemed to create any employment, joint venture, or agency between **Parties**.

Nothing in this agreement requires

Company to enter into any
transaction with **Other Party** in
connection with
which Confidential Information
may be disclosed.

6. <u>No Reverse Engineering</u>

Other Party will not modify, reverse
engineer, decompile, reproduce,
create other works from or
disassemble any

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software programs contained in
Confidential Information of **Company**.

Any reproduction by **Other Party** of
any Confidential Information of
Company will remain the property of
Company.

7. <u>No Warranty</u>

All Confidential Information is
provided "as is" for use by **Other
Party** at its own risk. **Company**
disclaims any warranties, express,
implied, statutory or otherwise,
regarding Confidential Information,
including without limitation, any
warranties of title, merchantability,
fitness for a particular purpose or
non-infringement.

8. <u>No Warranty</u>

This agreement will terminate three
(3) years from Effective Date, or
may be terminated by **Company** at
any time upon thirty (30) days
written notice to **Other Party**.
Other Party's obligations under this
agreement will survive

termination of this agreement and will
be binding upon **Other Party**'s heirs,
successors, and assigns.

9. <u>Remedies</u>

Other Party agrees that due to the
unique nature of **Company**'s
Confidential Information any breach
of this agreement may result in
irreparable damage to
Company for which monetary
damages would be an inadequate
remedy.
Therefore, in addition to any other
remedies that may be available, in
law, in equity or otherwise, **Company**
will be entitled to obtain injunctive
relief against

the threatened breach of this
agreement or the continuation of any
such breach by **Other Party**.

10. <u>Governing Law</u>

This agreement will be governed by
the laws of the State of California,
without giving effect to principles of
conflicts of law.

11. <u>Final Provisions</u>

(a) This agreement constitutes the
entire agreement between **Parties**
with respect to its subject matter
and
supersedes all prior agreements
between the parties regarding the
same subject matter.

(b) This agreement can be modified
only by a written amendment
signed by **Parties**.

(c) Failure to enforce any provisions

of this agreement will not constitute a waiver.

    (d) If any provision is unenforceable, the other provisions will remain effective.

    (e) **Parties** may execute this agreement in counterparts, which taken together will constitute one instrument.

    (f) **Company** may assign any of its rights and obligations under this agreement. **Other Party** may not

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personally or by overnight courier or sent by email.

assign, whether voluntarily or by operation of law, any of its rights and obligations
under this agreement, except with the prior written consent of **Company**.

    (g) Any notice under this agreement must be in writing and delivered

    IN WITNESS WHEREOF, **Parties** hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

UXReactor Inc. Other Party

By:_By:

Name:_Name:

Title: