

MyPRGenie - Mutual Non-Disclosure and Non-Circumvention Agreement

This agreement is made and entered into as of the ____ of _____, 2013, by and between MyPRGenie, Inc., a New York Corporation with office at 475 Park Ave South 4th Floor, NY 10016 (MYPRG), and _____ (Individual) at _____ (Address).

Hereinafter these entities collectively and individually referred to as "parties" to this Mutual Non-Disclosure and Non-Circumvention Agreement ("Agreement") executed on the last date affixed below.

WHEREAS, MYPRG, and Individual, are working on or exploring mutually profitable strategic or financial relationships.

NOW THEREFORE, the parties agree by the following terms and conditions set forth for that purpose.

A. Conditions of Non-Disclosure

The parties have concluded that the following understanding should establish the conditions under which the Proprietary Information of the parties can be disclosed or exchanged.

1. The Proprietary Information may include, for example, investment structure, names of firms and/or individuals, business plans, data reports, methods of doing business, customer lists, price lists, studies, findings and ideas, but is not limited to these items.
2. The parties intend to maintain the trade secret status of the other party's respective Proprietary Information.
3. The parties shall designate or mark its Proprietary Information as "Confidential" and/or in some other appropriate manner, so that the other party is aware that its receipt is governed by the terms of this Agreement. In the event of verbal disclosures, each party shall promptly inform the other party if such disclosure is confidential. In addition, all program materials and participant/ vendor names are considered Proprietary Information.
4. The Proprietary Information relates to the investment or financing programs associated with this business and similar business relationships.
5. The parties' representatives for disclosing and receiving Proprietary Information are designated below. Said representative shall make all arrangements and be informed of all communications relating to this Agreement.
6. Each party shall exercise reasonable care to prevent disclosure of the party's Proprietary Information to any third party, except as may be authorized in writing by the other party. Internal dissemination of Proprietary Information shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligation to maintain the trade secret status of such information and to restrict the use of such information solely to the use granted to the other party under this agreement.
7. Neither party shall use the Proprietary Information disclosed under this Agreement by the other party for any purpose except for evaluation of the possibility of entering into a business venture, or other some form of commercial arrangement between the parties. Upon request by either party, the other shall return all Proprietary Information.
8. Nothing hereinabove contained shall deprive either party of the right to use or disclose any information:
 - which is, at the time of disclosure, generally known to the trade or the public;
 - which becomes at a later date generally known to the trade or the public through no

fault of either party and then only after said later date;

- which is possessed by either party or is subsequently independently developed by either party, as can be demonstrated by written or other tangible evidence; or
- which is disclosed to either party in good faith by a third party who has an independent right to such information.

B. Conditions of Non-Circumvention

1. The parties to this Agreement, their officers, agents and employees, separately and individually, hereby agree to keep confidential the names, telephone information of the banks, trusts, lenders or borrowers, lending institutions, corporations, buyers, sellers, groups and individuals introduced by any of the named parties or of their associates. Such information is considered the property of the introducing party/Individual, and shall remain so for the term of this Agreement.
2. The parties to this Agreement agree that for the purposes of this Project or any derivative project, no effort shall be made to circumvent its terms in an attempt to gain commissions, fees, remuneration, or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties.
3. It is also understood that a party(s) cannot be adjudged to be in violation is involuntary due to situations beyond their control. In the case of prior knowledge or possession of information regarding a specific source(s), the reintroduction of said source(s) shall only apply to the stipulations of this Agreement for the current transaction.

C. General Conditions

1. This Agreement shall be governed by the laws of the State of New York, without giving effect to its conflicts of law or choice of law principles. The parties select the American Arbitration Association, expedited arbitration procedure using one arbitrator, to be a disinterested attorney specializing in contract law, as the sole forum for the resolution of any dispute between them. Such arbitration shall be conducted in New York, New York. The determination of the arbitrators shall be binding and conclusive upon the parties thereto. Judgment upon the award rendered by the arbitrator, may be entered in any court having jurisdiction thereof, plus any and all court costs, attorney fees and any other costs or charges reasonably necessary to adjudicate the controversy.
2. This agreement shall be for five years from the date affixed above and shall apply to any and all transactions entertained by the parties hereto, including subsequent follow-up, repeat, extended or renegotiated transactions, as well as to the original transaction, regardless of the success of the project.
3. This Agreement is not valid unless signed and exchanged by the respective parties of this transaction.
4. This document shall in no way be construed as being an Agreement of partnership in such a way that any of the individual parties to this Agreement shall have any claim against any separate dealings, ventures, or assets of any other party, nor shall any party be liable for any other party's commitments or liabilities in business or personal dealings or situations.

Essentially, the spirit behind the Agreement is one of mutual trust and confidence and of the reliance upon each other to do what is fair and equitable.

This Agreement shall be effective on the date first shown above and constitutes upon execution by the parties a legally binding CONFIDENTIAL AND NON-CIRCUMVENTION RELATIONSHIP AGREEMENT.

THE PARTIES AGREE THAT FACSIMILE COPIES OF THIS AGREEMENT WILL BE

CONSIDERED THE SAME AS ORIGINALS.

_____ Date _____

Miranda Tan
CEO
MyPRGenie, Inc.

_____ Date _____

Tasha Mayberry