MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is between MessageBroadcast.com, LLC., a California Limited Liability Company, located at 4685 MacArthur Court, Suite 250, Newport Beach, California 92660 (“MB”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [corporation/partnership/Limited Liability Company], located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (jointly, the “Parties”), and is effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”).

1. Purpose of Disclosure. The Parties agree that the following terms and conditions apply when one of the Parties (the “Discloser”) discloses Confidential Information (as defined below) to another of the Parties (the “Recipient”) under this Agreement. The Parties further agree that the mutual objective under this Agreement is to provide appropriate protection for Confidential Information as the Parties evaluate each other’s Confidential Information, skills, and needs to determine if a further business relationship will be mutually beneficial. In no way is this Agreement intended to obligate any of the Parties to enter into further agreements with another of the Parties. Therefore, for the privilege of obtaining such limited access to a Discloser’s Confidential Information, and for other good and valuable consideration, each Recipient hereby agrees with each Discloser as follows:

2. Confidential Information. As used in this Agreement, the term “Confidential Information” means and includes any of the following information created, developed, owned, licensed, held or used by a Discloser that is disclosed to or otherwise received by Recipient in any oral, written or electronic form, or which is visually or audibly perceived by the Recipient:

a. Any and all trade secrets, intellectual property, and other confidential or proprietary information related to Discloser’s business, products, services or technologies, including without limitation:

i. methods, processes, formulas, designs, research, ideas, inventions, discoveries, technologies, processes, drawings, reports, summaries, models, test results, technical materials, operating instructions, manufacturing techniques, computer programs, source code, object code, executable code, trade secrets, patents pending, works of authorship, databases, testing data and research information;

ii. information regarding Discloser’s business, financial, marketing, sales, research and development plans;

iii. names, addresses and telephone numbers of Discloser’s past and present customers, pricing data, sales data, sources of supply, internal procedures, quality control programs, systems, forms, manuals, instructions, financial data, market surveys, customer service information, and sales and marketing information;

iv. all other such information relating to Discloser, its business, projects, programs, products and services that is not generally known to the public; and

b. Any and all information in Discloser’s possession or control that is related to any third party or the business of any third party, if

i. such information is marked “CONFIDENTIAL,” “PROPRIETARY,” or with words of similar import; or

ii. Recipient knows or reasonably should know that the information was received by Discloser under an obligation of confidentiality to the third party or any obligation to the third party restricting use of such information.

3. Protection of Confidential Information. Recipient recognizes that the Confidential Information is both valuable and proprietary to Discloser, and that any unauthorized use or disclosure of the Confidential Information would cause substantial harm to Discloser. Recipient shall hold the Confidential Information in strict confidence and shall protect it with the utmost care, taking all necessary precautions to maintain the confidential nature of the Confidential Information disclosed to or received by Recipient, and exercising at least the same degree of secrecy and confidentiality as Recipient would extend to its own confidential information. Without in any way limiting the foregoing, but subject to the limitations and exceptions in Sections 4 and 5, respectively, below, Recipient agrees that it shall not disclose, copy, or permit any other person or entity (including without limitation any parent, subsidiary, affiliate, partner or owner of Recipient) to disclose, copy or use any of the Confidential Information, unless such third party has been pre-approved by Discloser and has also signed a similar Non-Disclosure agreement with Discloser.

4. Use Limitations of Confidential Information. Acting in good faith at all times, Recipient shall not use any of the Confidential Information for any purpose that Recipient knows or reasonably should know would, may, and/or will, in any way, harm the primary business of Discloser, as such business(es) is/are described in the Recital section of this Agreement, above. “Harm,” in this case, is not to be construed as the consequential lack of fiscal gain by Discloser as a direct result of the possible lack of a furthered business relationship between Discloser and Recipient. Furthermore, Recipient agrees not to use any of the Confidential Information to improve, modify, and/or create a product and/or service for the purposes of selling or distributing such that Recipient knows or reasonably should know would, may, and/or will, in any way, compete with a product and/or service of Discloser.

5. Exceptions. This Agreement shall not be interpreted to prevent the use or disclosure of information that (i) Recipient can prove was within Recipient’s knowledge or lawful possession prior to receipt from Discloser, (ii) is required by law to be disclosed (but only to the extent that any such limited disclosure is legally required), (iii) is or becomes a part of the public knowledge (i.e., part of the public domain) other than by a breach of this Agreement, a similar agreement, a breach of duty or by other improper means, or (iv) is lawfully received from a third party not obligated to hold such information confidential. Furthermore, this Agreement does not (i) obligate Discloser to disclose any particular information; (ii) require Recipient or Discloser to develop, make, use, buy, sell, or otherwise dispose of any existing or future product or service, or to favor or recommend any product or service of the other party; (iii) restrict Recipient from developing or acquiring new products or services or improving existing products or services except as such is limited pursuant to Section 3, above; or (iv) grant either party a license under the other party’s copyrights or patents or any right to otherwise commercialize or exploit the Discloser’s Confidential Information.

6. Internal Disclosures. If Recipient is a business, it shall (i) not permit any person to examine, copy, have access to or use the Confidential Information, except for Recipient’s employees having a legitimate need for the information in connection with, and as contemplated by, this Agreement, and (ii) inform Recipient’s employees of Recipient’s obligations under this Agreement and take appropriate steps to ensure that its employees comply with all of Recipient’s obligations hereunder.

7. Return of Confidential Information. Upon Discloser’s request, and in any event upon completion or termination of the parties’ business relationship, Recipient shall promptly return to Discloser all materials in Recipient’s possession or control that contain or represent any Confidential Information, including but not limited to documents, drawings, diagrams, flow charts, computer programs, memoranda, notes, and every other medium, and all copies thereof; and Recipient shall promptly thereafter certify in writing to Discloser that it has honored all of its obligations pursuant to this Agreement.

8. Term of Agreement; Term of Non-disclosure Obligations. The term of this Agreement is five years from the Effective Date. Recipient shall protect Confidential Information from non-disclosure for five years from the date of disclosure, however, Recipient shall protect Discloser’s trade secrets until those trade secrets have lost their status as trade secrets (through no breach of Recipient’s obligations under this Agreement).

9. Arbitration of Disputes between Parties. If a dispute, disagreement, question or difference arises between the parties in relation to this Agreement, such dispute must first be escalated to each respective party's appropriate level manager for discussion and resolution. If a resolution is not achieved within thirty (30) days of such referral, then any such dispute shall be resolved by final and binding arbitration before the American Arbitration Association (the "AAA"), with said hearing to be held in a location to be mutually agreed to by the parties, and if the parties are unable to mutually agree, then said location shall be selected by the AAA. The arbitrator may grant injunctions or other relief in such dispute or controversy.  All awards of the AAA shall be binding and non-appealable.  Judgment upon the award of the AAA may be entered in any court having jurisdiction.  The arbitrator shall apply the state law as he or she determines is appropriate in determining the merits of any dispute or claims, without reference to the rules of conflicts of law applicable therein.  Notwithstanding the foregoing, no party to this Agreement shall be precluded from applying to a proper court for injunctive relief by reason of the prior or subsequent commencement of an arbitration proceeding as herein provided.  The prevailing party in any arbitration shall be entitled to receive its reasonable attorneys' fees and costs from the other party as awarded by the arbitrator (or if neither party is clearly the prevailing party, then in such manner as shall be ordered by the arbitrator).

10. Equitable Remedies. Recipient acknowledges that any breach of this Agreement would cause Discloser to suffer irreparable harm for which monetary damages would be inadequate compensation, and waives any argument to the contrary. The parties agree that Discloser shall be entitled to an injunction restraining any actual or threatened breach of this Agreement, or specific performance if applicable.

11. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto, whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

12. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party, if a natural person, or otherwise by an executive officer of the party.

13. Amendment. This Agreement may be amended only by an express, written amendment identified as such and signed by each party, if a natural person, or otherwise by an executive officer of the party.

14. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

15. Drafting Party. None of the Parties will be deemed the drafting Party of this Agreement for purposes of the rule of construction that any ambiguities, etc. will be construed against the drafting Party.

16. Representation of Authority of Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MessageBroadcast.com, LLC. **[Company Name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

William Potter, Managing Member \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print name) (Title)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_