MUTUAL NON-DISCLOSURE AND NON-COMPETITION WORKING PARTNERSHIP AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT AND NON-COMPETITION (this "Agreement"), dated effective as of [……] is entered into by and between

[……] located at [……]

and

[……] located at [……] and

[……] located at [……]

Hereinafter these entities collectively and individually may be referred to as "parties" to the Mutual Non-Disclosure and Non-Competition Agreement executed effective on the date indicated below.

WHEREAS, [……], [……], and [……] intend to furnish and/or disclose to one another certain confidential and proprietary information, in written and/or verbal form, with the purpose of a possible business relationship manifested in being part of Joint Startup as defined by the substance of the website www.jointstartup.com (the "Purpose").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any and all technical and non-technical information provided by either party to the others that is marked or otherwise identified at the time of disclosure as confidential or proprietary, whether in graphic, electronic, written or oral form, and including but not limited to any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of each of the parties, and also any information concerning research, experimental work, development, financial information, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, proprietary information, personally-identifiable information, sales and merchandising, marketing plans of or related to the party disclosing the Confidential Information (the "Disclosing Party") and information the Disclosing Party provides regarding or belonging to third parties. Notwithstanding the foregoing, Confidential Information shall not include (i) information generally known to the public; (ii) information already known by the party receiving Confidential Information ("Recipient") prior to its disclosure and (iii) information independently developed without reference to the Confidential Information.

2. Confidentiality. Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information for no purpose other than the Purpose. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party. Each party agrees to use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential and proprietary information.

3. Ownership of Information; Restrictions on Use. All Confidential Information is provided "AS IS," without any warranty of any kind. All Confidential Information shall be and remain the property of the Disclosing Party, regardless of whether all or a portion of the Confidential Information shall reside on a server or other computer system of another party. Neither of the parties shall copy or reproduce, in whole or in part, Confidential Information without first obtaining written authorization from the Disclosing Party, except as necessary to fulfill the purposes of this Agreement. Under no circumstances shall either of the parties use the Confidential Information for its own benefit. The parties recognize and agree nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information of the other party absent separate written agreement. Each party hereby agrees (i) to take reasonable precautions necessary to safeguard Confidential Information from disclosure to third parties other than as permitted hereunder and (ii) not to use the Confidential Information for any purposes other than for the evaluation of a potential business relationship between the parties hereto.

4. Termination and Expiration. This Agreement shall expire two years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party; provided, however, the Recipient's obligations under this Agreement shall survive termination of the Agreement for a period of five (3) years and shall be binding upon the Recipient's heirs, successors and assigns. Upon termination or expiration of the Agreement, or upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document that such information: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party through no breach of an obligation of confidentiality to the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient or other breach of an obligation of confidentiality to the Disclosing Party; (c) was in

the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; or (d) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party.

5. Return of Materials. Upon the earlier of termination of this Agreement or the written request of the Disclosing Party, the Recipient shall return all copies of the Disclosing Party's Confidential Information or certify in writing that all copies thereof have been destroyed.

6. Compelled Disclosure. In the event that the Recipient or anyone to whom it may transmit the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information to a third party, the Recipient will provide the Disclosing Party with prompt notice before such information is disclosed so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient will furnish only that portion of the Confidential Information which the Recipient is advised by reasonable opinion of counsel is legally required and will exercise its best efforts to assist the Disclosing Party in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information that is disclosed.

7. Non-Competition. The Recipient agrees, for a period of 24 months following the date of this Agreement, not to either directly or indirectly and whether as a business owner, employee, contractor or agent or in any other capacity, be engaged by or participate in, any business that competes with any of the activities in which the Recipient was materially involved in connection with the Purpose of this Agreement.

8. Non-Circumvention. Each of the parties agrees, for a period of 12 months following the date of this Agreement, not to use any information acquired from the other party in connection with this Agreement to circumvent the other party's actual or potential business relationships. A party shall not directly or indirectly contact, or negotiate with, a third party regarding a potential business relationship of which that party first became aware as a result of information exchanges covered by this Agreement, except with the prior written consent of the Disclosing Party.

9. Injunctive Relief. Each party agrees that money damages would not be sufficient remedy for any breach of this Agreement. In addition to all other remedies the non-breaching party may have, such party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach. Each party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

10. Entire Agreement Assignment. This document contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or agreements, oral or written, pertaining to the subject matter of this Agreement. This Agreement shall not be assigned, modified or changed in any manner except in writing signed by the 3 parties.

11. Governing Law; Savings Clause. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflict of laws principles. The parties hereto expressly waive the jurisdiction of any foreign court. This Agreement may not be amended except by a writing signed by both parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

COMPANY:

By: _____
Authorized Representative Signature

Name:
Email:

COMPANY:

By: _____
Authorized Representative Signature

Name:
Email:

COMPANY:

By: _____
Authorized Representative Signature

Name:
Email: