THIS NONDISCLOSURE AGREEMENT ("Agreement") is made as of this _____ day of_____ 20_____ ("Effective Date") by and between _____ ("Company") and ByteLaunch ("Potential Application Developer") with reference to the following facts:

    A.  For the purpose of assisting Potential Application Developer in determining whether to invest in Company, Potential Application Developer wishes to receive information that Company wants to keep confidential relating to Company's business plan, financial matters, and products and/or services currently under development; and

    B.  Company, in order to permit Potential Application Developer to make such a determination, wishes to disclose to Potential Application Developer certain confidential information of the Company.

NOW, THEREFORE, in consideration of the above recitals, the covenants hereinafter contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the undersigned hereby agree as follows:

1.  **Confidential Information.** As used in this Agreement, "Confidential Information" means and includes all information, whether verbal or written, disclosed by Company to Potential Application Developer and relating to Company's business plans, strategies, financial information, research and development and marketing, including, without limitation, trade secrets, software, product design information, client, customer, vendor and potential investor lists, prices and pricing policies not otherwise published, research and development materials, prototypes, business plans, new products and services under development, and marketing, business and Internet strategies. Confidential Information does not include information which is (a) known by Potential Application Developer at the time of receipt from Company, (b) approved in writing for release from this provision by Company, (c) now or which hereafter becomes part of the public domain through no action or omission of Potential Application Developer, (d) independently developed by Potential Application Developer without the use of Confidential Information, and/or (e) acquired by Potential Application Developer from a third party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality.

2.  **Potential Investor's Obligations.** Potential Application Developer agrees (i) to hold aU of the Confidential Information of Company in strict confidence, (ii) not to make use of any Confidential information of Company in any manner other than for purposes of evaluating a potential investment in Company, including, but not limited to, not using any Confidential Information to design, develop or produce products or services, and (iii) not to copy the Confidential Information of Company, in each instance without the prior written consent of the Company. If Potential Application Developer decides not to invest in Company, Potential Application Developer will return to Company all Confidential Information immediately upon deciding not to invest. While Potential Application

Developer shall inform Company of the decision promptly, Potential Application Developer will return all Confidential Information immediately, regardless when Company receives notice that Potential Investor will not invest. If Potential Investor chooses to invest in Company, Potential Application Developer shall have access to Confidential Information during the period of investment but, once that period has terminated, Potential Application Developer shall return all Confidential Information to Company immediately.

3. **For Investment Purposes Only.** Potential Application Developer acknowledges and agrees that this Agreement is made for the purposes of considering an investment in Company only and nothing herein shall be construed in any way as an offer, an attempted offer, or a solicitation for the sale of any product or service which has been or may be developed by Company.

4. **Actions Not Required.** Potential Application Developer understands that nothing herein (a) requires the disclosure of any Confidential Information of Company, which shall be disclosed, if at all, solely at the option of Company or (b) requires Company or Potential Application Developer to proceed with any proposed transaction or relationship in connection with which Confidential Information of Company may be disclosed.

5. **Property Rights.** Company retains all of its intellectual property rights in and to its Confidential Information. Immediately upon a written request by Company at any time, Potential Application Developer will turn over to Company all Confidential Information of Company and all documents or media containing any Confidential Infonnation of Company and any and all copies or extracts thereof.

6. **No License Granted.** Neither the execution and delivery of this Agreement nor the furnishing of any Confidential Information of Company by Company shall be construed as granting to Potential Application Developer either expressly, by implication, estoppel or otherwise, any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by Company.

7. **No Adequate Remedy At Law.** Potential Application Developer acknowledges and agrees that due to the unique nature of the Confidential Information of Company, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Potential Application Developer or third parties to unfairly compete with Company resulting in irreparable harm to Company, and, therefore, that upon any such breach or any threat thereof, Company shall be entitled to (a) specific performance and other injunctive relief without the necessity of posting a bond, in addition to whatever remedies it might have at law, and (b) be indemnified by Potential Application Developer from any loss or bann, including, without limitation, attorney's fees, in connection with any breach or enforcement of Potential Application Developer's obligations hereunder or the unauthorized use or release of any such Confidential

Infonnation of Company. Potential Application Developer shall notify Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

8. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of California without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

9. **Disclosure Under Court Order.** Potential Application Developer may make disclosures required by court order if Potential Application Developer (a) uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and (b) promptly provides notice to Company of and allows Company to participate in the proceeding.

10. **Notice.** All notices or requests required or contemplated by this Agreement shall be in writing and if from Company to Potential Application Developer, shall be hand-delivered or mailed to _____, or such other address as Potential Application Developer shall specify in written notice to Company, or (b) if from Potential Application Developer to Company, shall be hand-delivered or mailed to _____, or such other address as Company shall specify in written notice to Potential. Application Developer Requests or notices given by personal delivery shall be deemed given and received at the time of delivery and requests or notices given by mail shall be deemed given and received the earlier of three days from the date of mailing or upon receipt.

11. **General Provisions.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement. No waiver of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. All waivers shall be strictly construed.

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

Agreed To: "Company"

Signature: _____

Print Name: _____

Job Title: _____

Date: _____

Agreed To: "Potential Application Developer"

Signature: _____

Print Name: _____

Job Title: _____

Date: _____