

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement"), is made and entered into as of _____, by and between _____, a _____ having a principal place of business at _____, and SearcherMag.Net, a business under ownership of Aaron Matthew Opfell as Sole Proprietor, having a principal place of business at Roseville, CA ("SM").

RECITALS

WHEREAS, the parties to this Agreement possess certain confidential proprietary information; and

WHEREAS, the parties agree that to facilitate a possible future business relationship between them related to various financings (the "Potential Venture"), it may be necessary for either one or both parties to disclose certain information on a confidential basis to the other party.

WHEREAS, the parties desire to prevent the unauthorized use and disclosure of their confidential proprietary information.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereby agree as follows:

- 1. Confidential Information.** As used in this Agreement, "Confidential Information" means all nonpublic information previously, presently or subsequently disclosed by one party or its agents (the "Discloser") to the other party (the "Recipient") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including, without limitation: all (a) financing sources, investor information, strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory; (b) technical drawings, designs, schematics, computer software, documentation, algorithms, formulas, know-how, processes, ideas, inventions (whether patentable or not), patent applications, names and expertise of employees and consultants, business and product development plans, promotional and marketing activities, finances and other business affairs; (c) the identity of any Potential Venture or any parties or potential parties thereto and all similar and related information, including the fact that Discloser or such parties or potential parties are considering or reviewing a Potential Venture or exchanging or reviewing information or having or proposing to have discussions in connection therewith; (d) third party information that the Discloser is obligated to keep confidential; and (e) and all other information which may be disclosed that is not generally available to the public.

The Recipient understands that nothing herein (a) requires the disclosure of any Confidential Information of the Discloser, which shall be disclosed, if at all, solely at the option of the Discloser; or (b) requires the Discloser to proceed with any Potential Venture in connection with which Confidential Information may be disclosed.

2. **Use of Confidential Information.** The Recipient agrees (a) to hold the Discloser's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential information of a similar nature); (b) not to divulge any such Confidential Information or any information derived therefrom to any third party that is not an employee, officer, consultant or agent ("Representative") of the Recipient, without the prior written consent of the Discloser; (c) not to make any use whatsoever at any time of such Confidential Information except in furtherance of the Potential Venture; and (d) not to, or permit another party to, copy, modify, reverse engineer, disassemble, decompile, or attempt to derive the composition or underlying information of any such Confidential Information. Any Representative given access to any such Confidential Information and any other third party given access to any such Confidential Information with the prior written consent of the Discloser must have a legitimate "need to know" and shall have executed a written agreement with provisions at least as restrictive as those herein to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure, and the Recipient shall be responsible for any breach of this Agreement by any of the Recipient's Representatives. The Recipient further (i) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Discloser in accordance with this Agreement; (ii) not to use any Confidential Information to unfairly compete or obtain unfair advantage vis a vis Discloser in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with a Potential Venture; (iii) to comply with any other reasonable security measures requested in writing by Discloser; (iv) in the event the Recipient is requested to disclose Confidential Information (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process), the Recipient will promptly notify the Discloser in writing of such request so that the Discloser may intervene to seek a protective order in response or waive Recipient's compliance with the Discloser's obligations under this Agreement in connection with such request, and if failing such protective order and/or waiver, the Recipient is in the opinion of its legal counsel compelled to disclose Confidential Information of the Discloser under pain of liability for contempt or other censure or penalty, the Recipient shall only disclose that portion of the Confidential Information as is legally required without liability under this Agreement and shall use its best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information; (e) shall advise the Discloser in writing of any misappropriation or misuse of the Confidential Information of which the Recipient becomes aware.

3. **Exclusions.** Without granting any right or license, the Discloser agrees that the provisions

of Section 2 above shall not apply with respect to any information that the Recipient can document (a) is or becomes (through no improper action or inaction by the Recipient or any affiliate, agent, consultant or employee) generally available to the public; (b) was in its possession or known by it without any limitation on use or disclosure prior to receipt from the Discloser; or (c) was rightfully disclosed to it by a third party without restriction.

- 4. Ownership of Confidential Information.** The Recipient acknowledges and agrees that, as between the Recipient and the Discloser, all Confidential Information and all copies thereof are owned solely by, and remain the sole and exclusive property of, the Discloser. No license or similar proprietary right is granted to the Recipient hereunder, and the Discloser's disclosure of Confidential Information will not constitute an express or implied grant to the Recipient of any rights to or under patents, copyrights, trade secrets, trademarks or other intellectual property rights.

The Recipient will not file any copyright registrations, patent applications or similar registrations of ownership on the Discloser's Confidential Information. In the event the Recipient does so in violation of this Agreement, the Recipient will assign to the Discloser such registrations and applications. Subject to the Recipient's patents and copyrights, the Discloser is free to use and incorporate in the Discloser's products any ideas, suggestions, or recommendations provided by the Recipient regarding the Discloser's Confidential Information, without payment of royalties or other consideration to the Recipient.

- 5. Term; Termination.** This Agreement shall be in full force and effect for a period of **six (6) months** from the Effective Date, unless terminated earlier by either party by giving thirty (30) days written notice of termination to the other party. However, the limitations on use and disclosure of Confidential Information shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient or until five (5) years after the termination of the Agreement, whichever occurs sooner.
- 6. Return of Confidential Information.** Immediately upon (a) termination of this Agreement; or (b) a written request by the Discloser at any time, the Recipient shall return or destroy (at the Discloser's option) all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information). At the Discloser's option, the Recipient shall provide written certification of its compliance with this Section.
- 7. Non-Circumvention.** Recipient shall not attempt, directly or indirectly, through its Representatives or any third party or otherwise, to (a) contravene or circumvent any agreement or arrangement it may now have with SM or its affiliates or hereafter enter into with SM or its affiliates in respect of a Potential Venture by dealing with a party to a Potential Venture without the involvement of SM, (b) enter into any transaction with any other party to or in respect of any Potential Venture or similar or related transaction without the full involvement of SM or (c) deprive SM of all or any portion of any fee or other

compensation to which SM may be entitled in connection with any Potential Venture or portion or component thereof or any similar or related transaction.

8. **Warranty Disclaimer.** *All confidential information is provided “as is.” Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.*
9. **Government Regulations.** Each party agrees to comply with, and shall at the other party’s request, demonstrate such compliance with, the U.S. Foreign Corrupt Practices Act and all other laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority. Neither party shall export or re-export, or allow the export or re-export of, any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions, controls or regulations.
10. **No Solicitation of Employees.** Each party agrees that it will not, for a period of three (3) years from the date of this Agreement, initiate contact with the other party’s employees in order to solicit, entice or induce any employee of the other party to terminate an employment relationship with the other party to accept employment with such party.
11. **Injunctive Relief; Notification of Unauthorized Use.** The Recipient acknowledges and agrees that due to the unique nature of the Discloser’s Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Recipient or third parties to unfairly compete with the Discloser resulting in irreparable harm to the Discloser and, therefore, that upon any such breach or any threat thereof, the Discloser shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. The Recipient will notify the Discloser in writing immediately upon the occurrence or threat of any such unauthorized release or other breach of which it is aware. The Recipient will cooperate with the Discloser in every reasonable way to help the Discloser regain possession of such Confidential Information and prevent its further unauthorized use.
12. **Miscellaneous.** Neither party shall have the right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other party. This Agreement and each party’s obligations hereunder shall be binding on Representatives, permitted assigns, and successors of such party and shall inure to the benefit of the Representatives, assigns and successors of the other party hereto. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. The sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be in the Superior Court of the County of Los Angeles, California and the U.S. District Court

for the Central District of California sitting in Los Angeles, California, and both parties hereby consent to the jurisdiction of such courts and agree not to commence any suit, action or other proceeding and waive, to the fullest extent permitted by applicable law, any claim that any such suit, action or other proceeding is brought in an inconvenient forum. 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. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable costs and attorneys' fees. No waiver or modification 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, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may be executed by facsimile and in counterpart copies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the authority to enter into this Mutual Nondisclosure Agreement on behalf of the person, entity, or corporation listed above their name.

Company _____

By: _____

Title: _____

Date: _____

SEARCHERMAG.NET

By: _____

Title: _____

Date: _____