

Widow's Peak Web Design

Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement dated _____ between Widow's Peak Web Design with principal place of business located at San Francisco, CA , and _____, with principal place of business at _____.

The parties hereto propose to conduct discussions regarding the possibility of forming a business arrangement between the parties (the "Proposed Transaction").

Section 1. Definitions. (a) "Confidential Information" shall mean any non-public information regarding the business of either party (the "Disclosing Party") that the Disclosing Party discloses to the other party (the "Receiving Party") in connection with the Proposed Transaction, which shall include, without limitation, (i) proprietary or trade secret information, (ii) released or un-released software, information systems, and plug-in applications to the Disclosing Party's existing technologies, (iii) business plan, revenue models, business practices and policies, (iv) marketing or promotional activities, (v) pricing information for its products, (vi) different applications of the Disclosing Party's technologies, (vii) technology, discoveries, designs, ideas, concepts, inventions, innovations, improvements, plans, program flowcharts, file layouts, source codes, technical know-how, and other information related thereto, (viii) any information obtained from others under a confidentiality or non-disclosure agreement and (ix) or any other information that under the circumstances would be treated as confidential by the Disclosing Party.

(b) "Confidential Material" shall mean all tangible material containing any Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

Section 2. Non-Disclosure and Confidentiality. (a) The Receiving Party hereby agrees that for the period commencing on the date hereof and ending on later of (i) five years after termination of the Proposed Transaction and (ii) five years from the date hereof, the Receiving Party shall not use the Confidential Information or the Confidential Material in its own business, nor shall it disclose or disseminate such information or material to any person or entity, without prior written consent of the Disclosing Party, except as otherwise required pursuant to and in strict compliance with a judicial or governmental order. The Receiving Party hereby agrees that it will take the same precautions to comply with the non-disclosure obligations hereunder as it takes in connection with protection of its own confidential and proprietary information. The Receiving Party may disclose the Confidential Information and the Confidential Material to its employees and consultants only on a "need-to-know" basis. In the event of such disclosure, the Receiving Party shall inform its employees and consultants of its obligations hereunder so as to enable such employee or consultant to comply with all provisions of this Agreement, and the Receiving Party hereby agrees to be responsible for any breach by them of any provision hereof. Any copies of the Confidential Information and the Confidential Material shall be identified as belonging to the Disclosing Party and shall be marked "confidential" or "proprietary" or the like.

(b) The Receiving Party hereby agrees that any reproduction, summary or distribution of the Confidential Information or Confidential Material shall be performed solely to further the relationship of the Disclosing Party and the Receiving Party, and shall be performed in such a manner to prevent commingling of the Confidential Information and the Confidential Material with similar information or material of other entities. The Receiving Party hereby agrees to immediately notify the Disclosing Party of discovery of any unauthorized use or disclosure of the Confidential Information or Confidential Material, or any breach of any provisions of this Agreement by the Receiving Party, its consultants or employees, or other persons. In the event of such discovery, the Receiving Party shall cooperate fully with the Disclosing Party in any reasonable manner requested to enable the Disclosing Party regain exclusive possession of the Confidential Information or Confidential Material, and to prevent any further use of such information or material.

(c) All Confidential Information and Confidential Material are, and shall remain, the property of the Disclosing Party. Nothing stated herein shall be construed so as to grant any title, right, license or other interest of any kind whatsoever to the Receiving Party with respect to the Confidential Information or the Confidential Material.

(d) The obligations herein set forth shall not apply, or cease to apply, as applicable, to any Confidential Information that: (i) the Receiving Party can show is already in its possession prior to receipt of the same from the Disclosing Party; (ii) the Receiving Party can show has become publicly known or otherwise generally available to the public through no fault of the Receiving Party; (iii) the Receiving Party can show that previous to the execution of this agreement it is received by it without restriction from a third party which is lawfully in possession of such information and is not in breach of any confidentiality obligation; or (iv) the Receiving Party can show that previous to the execution of this agreement it has been independently developed by the Receiving Party, without any use of the Confidential Information.

Section 3. Miscellaneous. The parties agree that there shall be no adequate remedy at law for the Disclosing Party's suffering breach of provisions of this Agreement. In the event of breach of any provisions hereof by the Receiving Party, the parties agree that the Disclosing Party shall be entitled to injunctive relief (whether temporary or permanent) in addition to any other rights or remedies that it may have in equity or at law. If the Disclosing Party enforces the Receiving Party's obligations hereunder, the Receiving Party shall reimburse the Disclosing Party for all reasonable costs and expenses, including, without limitation, attorneys' fees, incurred by the Disclosing Party in this regard. The parties agree that at any time upon request by the Disclosing Party, the Receiving Party shall return all Confidential Information and Confidential Material, including, without limitation, any copies or summaries thereof, to the Disclosing Party, and, if necessary, take such actions to destroy, and confirm destruction of, such information or material. This Agreement shall be governed by the laws of the State of California. This agreement shall be binding upon the Receiving Party, its partners, directors, officers, employees, associates, consultants, agents, successors and assigns

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date first written above.

Widow's Peak Web Design

By: _____
Name: Laura A. McArtor
Title: owner

[_____]

By: _____
Name:
Title: