

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this “Agreement”), dated as of **MONTH \_\_\_\_**, **2011**, is made by and between WEBPRO International Inc. (“Participant”), having an address at **ENTER ADDRESS** and **BUYER** (the “Company”), having an address at **ENTER ADDRESS** (each being a “party” or collectively “parties”). Each of the Participant and the Company are duly organized and licensed to do business in their respective jurisdictions.

**1. Disclosure.** Participant and the Company intend to engage in discussions concerning one or more potential strategic business relationships (the “Purpose”). In connection therewith, the parties may disclose to each other information that is considered confidential and proprietary or otherwise not generally available to the public. In order to protect their proprietary, confidential, and otherwise non-public information, the parties have agreed to the following provisions with respect to confidentiality of information.

**2. Confidential Information.** As used in this Agreement, “Confidential Information” means all nonpublic information disclosed by one party or its agents (the “Disclosing Party”) to the other party or its agents (the “Receiving Party”) 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. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party’s technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and (ii) third-party information that the Disclosing Party is obligated to keep confidential.

**3. Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party without obligation of confidentiality, (iii) is received from a third party who, to the knowledge of the Receiving Party, did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.

**4. Use of Confidential Information.** The Receiving Party may use Confidential Information only in connection with the Purpose. Except as expressly provided in this Agreement, the Receiving Party shall not disclose Confidential Information to anyone without the Disclosing Party’s prior written consent. The Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party shall not export any Confidential Information in any manner contrary to the export regulations of the United States.

**5. Receiving Party Personnel.** The Receiving Party shall restrict the possession, knowledge and use of Confidential Information to its employees, contractors, professional advisors, agents, directors officers and entities controlled by it and/or affiliated with it (collectively, “Personnel”) who have a need to know Confidential Information in connection with the parties’ business relationship. Such Personnel shall be informed by the Receiving Party of the confidential nature of such information and shall be directed by the Receiving Party, and shall each expressly agree, to treat such information as confidential in accordance with this Agreement. The Receiving Party shall be fully responsible for any breach of this Agreement by its Personnel.

**6. No Announcements.** The parties agree that they will not, and each party will direct its Personnel not to, disclose to any person either the fact that discussions or negotiations are taking place concerning

the Purpose or any of the terms, conditions or other facts with respect to the Purpose, including the status thereof.

**7. Disclosures to Governmental Entities.** The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party (i) gives the Disclosing Party reasonable notice (to the extent permitted by law) to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

**8. Ownership of Confidential Information.** All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

**9. Notice of Unauthorized Use.** The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

**10. Return of Confidential Information.** The Receiving Party shall return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party shall provide written certification of its compliance with this Section.

**11. Injunctive Relief.** The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

**12. Termination.** This Agreement automatically shall terminate upon the completion or termination of the parties' discussions regarding the Purpose; provided, however, that, notwithstanding any such completion or termination of the discussions, each party's obligations under this Agreement with respect to the other party's Confidential Information shall survive.

**13. No Warranty.** The Receiving Party understands that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information or any other information, which the Disclosing Party furnishes to the Receiving Party. The Receiving Party agrees that the Disclosing Party shall not have any liability to the Receiving Party resulting from the use of the Confidential Information by the Receiving Party or for any errors therein or omissions therefrom.

**14. No Obligation.** Nothing herein shall obligate the parties to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

**15. Miscellaneous**

**15.1** This Agreement shall not create a joint venture, partnership, fiduciary relationship or other formal business relationship or entity of any kind, or an obligation to form any such relationship or

entity. Each party shall act as an independent contractor and not as an agent of the other party for any purpose, and neither shall have the authority to bind the other.

**15.2** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**15.3** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to substantially enforce such provision or any other provision of this Agreement.

**15.4** If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable.

**15.5** This Agreement shall be governed by the internal laws of the State of New York, without reference to its choice of law rules. Any action to be brought in relation to this Agreement shall be brought exclusively in the state courts of the State of New York located in Manhattan (New York County) and/or in the federal courts of the Southern District of New York located in Manhattan. This Agreement may be executed by facsimile and in counterpart copies.

The parties have executed this Agreement as of the date first written above.

**WEBPRO INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER**

By: \_\_\_\_\_  
Name:  
Title: