

## MUTUAL NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Mutual Non-Disclosure and Non-Compete Agreement (the "Agreement") is made by and between TEXT2JOIN, a legal entity and organization owned and controlled by National Messaging Solutions, Inc and Dan Youra Studios, ("T2J") and \_\_\_\_\_, a \_\_ corporation having its principal place of business at \_\_\_\_\_ (each a "party" and collectively "the parties"). Each party enters this Agreement on behalf of itself, its subsidiaries and its affiliates.

The parties are evaluating the possibility of entering into a proposed contractual relationship. In connection with their discussions and such potential relationship, the parties have disclosed or may disclose to each other Proprietary Information (as defined below) in reliance on the terms of this Agreement, and hereby agree as follows:

### 1. Proprietary Information

**a. Definition.** "Proprietary Information," for the purposes of this Agreement, means all information and know-how, whether or not in tangible form and whether disclosed previously, presently or subsequently, that is disclosed by one party (the "disclosing party") to the other (the "receiving party") and is related to the business, technical, or financial affairs of the disclosing party or its parent, subsidiaries, affiliates, investors, customers, potential customers, suppliers or potential suppliers. Proprietary Information may include, without limitation, any invention (whether patentable or not), product, formula, method, technique, project, development, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, financial data, technical data, software code, software documentation, hardware design, technology, marketing or business plan, forecast, financial statement, budget, license, price, cost or personnel data. Failure to mark or designate any Proprietary Information as confidential or proprietary shall not affect its status as Proprietary Information under this Agreement.

**b. Exclusions.** Notwithstanding the foregoing, Proprietary Information shall not include information that (i) is or becomes public knowledge (through legal means without fault by the receiving party or its affiliates, agents, or employees), (ii) is known to the receiving party prior to the disclosure of the same pursuant to this Agreement, provided the receiving party complies with any restrictions imposed thereon by any third party, (iii) was rightfully disclosed to it by a third party, provided the receiving party complies with any restrictions imposed thereon by such third party, or (iv) was independently developed without use of any Proprietary Information of the disclosing party. In addition, the receiving party shall be entitled to release the disclosing party's Proprietary Information if required by an order of a court or government agency; provided, however, that the receiving party shall limit such release of Proprietary Information to the greatest extent reasonably possible under the circumstances and shall provide the disclosing party with advance notice (to the greatest extent reasonably possible under the circumstances) to permit the disclosing party to seek an order protecting its Proprietary Information from such disclosure.

### 2. Obligations.

a. The receiving party will: (i) hold the receiving party's Proprietary Information in confidence and take reasonable precautions to prevent its disclosure (including without limitation all precautions it uses for its own confidential information of like kind); (ii) restrict disclosure of the disclosing party's Proprietary Information to those of the receiving party's employees, parent company, subsidiaries, officers, directors, legal and financial advisors and agents who have a need to know the same and who have previously agreed to terms for the protection of confidential information substantially as restrictive as the provisions hereof; (iii) not disclose any of the disclosing party's Proprietary Information or part thereof to third parties (except as expressly authorized above); (iv) not copy, recreate, reverse engineer (if applicable) or modify any Proprietary Information in whole or in part unless expressly agreed to in writing by the disclosing party, and (v) not use Proprietary Information other than for the purposes for which it was disclosed.

b. Upon the request of the disclosing party, the receiving party shall destroy all materials in its possession or control that contain the disclosing party's Proprietary Information or (at the election of the disclosing party) return the same to the disclosing party, and in either case shall certify its compliance with the terms of this provision. The receiving party's obligations under this Agreement will survive any compliance with a request made under this Section 2(b).

c. Receiving party acknowledges that sole and complete ownership of the Proprietary Information remains with the disclosing party and that such Proprietary Information constitute trade secrets

d. The receiving party further agrees to not use the disclosed material and Proprietary Information in any competitive form or fashion, either directly or indirectly. And the receiving party will not disclose nor help any third party to compete in the marketplace, with the Proprietary Information disclosed.

**4. General.** If a court of competent jurisdiction holds that any of the provisions of this Agreement is invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. No delay or omission by either party in exercising any right under this Agreement will operate as a waiver. This Agreement is governed by and will be construed in accordance with the laws of the State of Illinois without regard to conflicts of law principles. The prevailing party in any action to enforce this Agreement shall be entitled to recover its costs and attorney's fees. Both parties acknowledge that due to the unique nature of each party's Proprietary Information, there can be no adequate remedy at law for any breach of this Agreement, and that therefore upon any breach or threat thereof, the disclosing party shall be entitled to appropriate equitable relief in addition to any other remedies that may be available to it. Nothing in this Agreement shall be construed as establishing or implying any partnership between the parties and nothing in this Agreement shall be deemed to constitute either of the parties hereto as the agent of the other party, or to authorize either party to incur any expense on behalf of the other party or to commit the other party in any way whatsoever. Nothing contained in the Agreement shall be construed as implying any commitment or agreement by either party to make any investment in the other party or in any business of the other party or to enter into any other business arrangement of any nature whatsoever with the other party.

**5. Notices.** All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have been delivered (a) on the date personally delivered (b) on the date mailed, postage prepaid by certified mail with return receipt requested, or (c) when sent via facsimile and confirmed to the applicable address set forth in the first paragraph above, in the case of T2J to the attention of Legal Dept.

**6. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning such subject matter. This Agreement may be amended, waived or revoked only by a written instrument executed by both parties hereto. This agreement shall survive the execution of any contract between the parties, or the termination of any business relationship between the parties, unless otherwise expressly agreed.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed and delivered this Agreement as of the date set forth below.

T2J, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_