



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made as of _____ ("Effective Date") by and between L7z Group, L.L.C., ("L7z") a New York company with a principle place of business at 320 W. 38th Street, STE 1106, New York, NY 10018 and _____ a _____ corporation with a principle place of business at _____ ("Company").

1. Purpose. L7z and Company wish to discuss a business relationship (the "Relationship") in connection with which each party may disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to discuss and evaluate the Relationship while protecting each party's Confidential Information against unauthorized use or disclosure.

2. Definition of Confidential Information.

2.1. "Confidential Information" means any non-public information which is designated in writing or orally to be confidential, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered to be confidential.

2.2. Exceptions. Notwithstanding the above, Confidential Information does not include information of the other which the receiving party can prove (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the receiving party, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party and by employees of the receiving party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the mandatory and binding order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

3. Protection of Confidential Information

3.1. Restricted Use. L7z and Company each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship.

3.2. Nondisclosure. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors, officers,

employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship, and who (i) have executed written agreements, or (ii) are subject to mandatory professional confidentiality regulations, obligating them to protect Confidential Information in a manner substantially similar to this Agreement.

3.3. Degree of Care. Each party agrees that it shall exercise the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care, to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.

4. Term

This Agreement will terminate 2 years from the Effective Date. The parties' obligations of confidentiality under this Agreement shall survive any termination of this Agreement for a period of 3 years.

5. Return of Materials

Any materials or documents that have been furnished by one party to the other in connection with the Relationship, as well as all copies thereof, shall be either promptly returned by the receiving party, or destroyed, in each case within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the delivery of a written request of the disclosing party. Upon request of the disclosing party, the receiving party will certify in writing that it has complied with the provisions of this Section 5.

6. Remedies

L7z and Company each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. L7z and Company each expressly agree that due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, L7z and Company each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in



law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief.

7. General

7.1. No Representation or Warranty. CONFIDENTIAL INFORMATION MADE AVAILABLE IS PROVIDED "AS IS," AND DISCLOSER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT.

7.2. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, trademark or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.

7.3. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party

7.4. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

7.5. Independent Contractors. L7z and Company are independent contractors, and nothing contained in this Agreement shall be construed to constitute L7z and Company as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

7.6. Jurisdiction; Governing Law. The parties expressly agree that exclusive jurisdiction for any claim or dispute relating in any way to this Agreement resides in the courts of New York, and agree and expressly consent to the exercise of personal jurisdiction in the courts of the forum of the non-moving party. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

7.7. Notices. All notices and other communications shall be in writing, and shall be deemed sufficiently given or furnished if delivered by personal delivery, by facsimile with acknowledgement report, by delivery service with proof of

delivery, or by registered or certified United States mail, postage prepaid, to each party at the address specified on the first page hereto. Any such notice or communication shall be deemed to have been given upon receipt. In the case of L7z, notice shall also be given to its legal counsel via facsimile at (646) 219-2484.

7.8. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of L7z and Company. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

7.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

7.11. Entire Agreement. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

The parties have executed this Mutual Nondisclosure Agreement as of the Effective Date.

L7z Group, L.L.C.

By: _____
Name: _____
(print)
Title: _____
Date: _____

COMPANY

By: _____
Name: _____
(print)
Title: _____
Date: _____



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