

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Non-disclosure Agreement (this "Agreement"), dated _____, is between OFF THE ROCK MEDIA, LLC dba WeTubeU (including its subsidiary and affiliated companies) and the undersigned ("Company").

In consideration of mutual promises in this Agreement, the Parties agree as follows:

1. DEFINITIONS.

- a. "Confidential Information" means, with respect to a Party, any information that (x) it identifies as confidential at the time of disclosure to the other Party or (y) , in the case of information disclosed in an intangible form, it identifies within 30 days of disclosure or (x) under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information does not include any information that (i) is or becomes publicly available other than because the Receiving Party's breach of this Agreement, (ii) became known to the Receiving Party on a non-confidential basis prior to the Disclosing Party's disclosure of the same to the Receiving Party, (iii) is available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source is not subject to a confidentiality agreement with the Disclosing Party or its employees, or (iv) Receiving Party independently develops.
- b. With respect to a Party's Confidential Information, the Party who receives that Party's Confidential Information is sometimes referred to as the "Receiving Party" and the Party's whose Confidential Information is being disclosed is sometimes referred to as the "Disclosing Party."

2. GENERAL OBLIGATIONS.

- a. The Receiving Party will not disclose any of the Disclosing Party's Confidential Information to any third party for **FIVE** years following the date on which the Disclosing Party first disclosed such Confidential Information to the Receiving Party.
- b. If the Receiving Party is required, by any judicial or other governmental order, to disclose any of the Disclosing Party's Confidential Information, then the Receiving Party will (i) before making any disclosure under such order, notify the Disclosing Party immediately of the existence, terms, and circumstances surrounding such order, (ii) upon the Disclosing Party's request, cooperate with the Disclosing Party in Disclosing Party's attempts to resist, modify or seek protective/confidential treatment with respect to such order, and (ii) disclose only so much of the Confidential Information as, in the written opinion of counsel satisfactory to the Disclosing Party, it is legally compelled to disclose.
- c. The Receiving Party will use the same degree of care that it uses to keep confidential its own Confidential Information (but not less than a commercially reasonable degree of care) to keep confidential the Disclosing Party's Confidential Information,
- d. The Receiving Party may use the Disclosing Party's Confidential Information only for purposes of, and may make the Disclosing Party's Confidential Information available only to the Receiving Party's employees that are assisting the Receiving Party in, exploring the possible business relationship between the Parties. The Receiving Party will inform its employees of the confidential nature of the Disclosing Party's Confidential Information and will be responsible for any of its employees' breach of this Agreement.
- e. If any Confidential Information disclosed by a Disclosing Party consists of any technology (including any software), then the Receiving Party will not modify, reverse engineer, decompile, disassemble, or create other works from such technology absent the Disclosing Party's prior consent.

f. Neither this Agreement nor a Disclosing Party's disclosure of its Confidential Information under this Agreement grants the Receiving Party any express or implied right to or under the Disclosing Party's patents, copyrights, trademarks or trade secrets.

3. **RETURN OF INFORMATION.** Upon the Disclosing Party's request, the Receiving Party will immediately deliver all of the Disclosing Party's Confidential Information in the Receiving Party's control to the Disclosing Party, without retaining any copy of the Disclosing Party's Confidential Information. If, however, any of the Disclosing Party's Confidential Information is incorporated in the form of any notes, compilations, analyses, reports or other documents that the Receiving Party has prepared containing or reflecting the Confidential Information (collectively, "Analyses"), then the Receiving Party may, instead of returning such Analyses to the Disclosing Party, immediately destroy the portion of the Confidential Information consisting of Analyses, in which case the Receiving Party will certify that it has destroyed such Analyses.
4. **SPECIFIC PERFORMANCE.** Each Party acknowledges that if it were to disclose Confidential Information in breach this Agreement, then the other Party would be irreparably and immediately harmed and may be unable to be made whole by monetary damages. Accordingly, each Party, in addition to its other remedies at law or in equity, will be entitled to seek an injunctive relief to remedy any breach or threatened breach of this Agreement and/or to compel specific performance of this Agreement.
5. **MISCELLANEOUS.** (a) Neither Party has made or makes any representation or warranty as to the accuracy or completeness of such Party's Confidential Information. Notwithstanding anything in this agreement to the contrary, each Disclosing Party represents and warrants that it may rightfully disclose to the Receiving Party, without violating any contractual, fiduciary, or other obligation to any person, all of its Confidential Information it so discloses under this Agreement. (b) If either Party brings any action under this Agreement, then prevailing Party in such action will be entitled to recover its reasonable attorney's fees. (c) This Agreement will be governed by California law, without reference to conflict of laws provisions. Each Party consents to the general jurisdiction of the federal and state courts located in Los Angeles County, California. (d) This Agreement will inure to benefit of and be binding upon each Party and its successors and assigns. (e) No failure or delay by either Party in exercising any right under this Agreement will operate as a waiver of that right. (f) This Agreement contains the entire understanding and supersedes all prior or contemporaneous oral, and all prior written, understandings of the parties relating to the subject matter of this Agreement. No amendment to this Agreement will be effective unless in writing and signed by both parties. (g) The invalidity of any provision of this Agreement will not affect the validity of any other provision of this Agreement. (h) This Agreement will survive any change in or termination of the Parties' business relationship. (i) This Agreement may be signed in any number of counterparts, all of which will be considered the same agreement and each of which may be delivered via fax.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OFF THE ROCK MEDIA, INC

By: _____
Name: _____
Title: _____
Date: _____

Address:

Company: _____

By: _____
Name: _____
Title: _____
Date: _____

Address:

Email: _____
Attention: _____