

## NONDISCLOSURE AGREEMENT

The party designated as the receiving party below (the “**Receiving Party**”) understands that \_\_\_Matt Palmeri\_\_\_ (the “**Disclosing Party**”) has disclosed or may disclose confidential information relating to the Disclosing Party’s business and business ideas related to an application or “app” referred to herein as EGGZ, including without limitation details of its products and services, as well as names and expertise of employees, consultants, customers and prospects, know-how, ideas, and technical, intellectual property, business, financial, marketing, customer and product development plans, forecasts, strategies and other information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as “**Proprietary Information**” of the Disclosing Party.

In consideration of any access the Receiving Party may have to Proprietary Information of the Disclosing Party, and other good and valuable consideration, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party’s Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information, (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, including, but not limited to, any affiliated entity, (iii) not to make any use whatsoever at any time of Proprietary Information except to evaluate a potential investment in, business relationship or other transaction with the Disclosing Party (the “**Transaction**”), and (iv) not to copy, decompile, disassemble or reverse engineer any such Proprietary Information. Any employee, officer or director of the Receiving Party given access to any Proprietary Information must have a legitimate “need to know” and shall be similarly bound in writing to the restrictions herein. The Receiving Party shall be responsible to Disclosing Party for any violations by such persons. The Disclosing Party agrees that the foregoing clauses (i), (ii), (iii) and (iv) shall not apply with respect to any information that the Receiving Party can document (a) is or (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) becomes generally available or known to the public, or (b) was rightfully in its possession or known by it on a non-confidential basis prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party having no obligation of confidentiality, or (d) was independently developed without reference to or use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by court order provided the Receiving Party uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

2. The Receiving Party agrees not to remove or export from the United States or re-export any such Proprietary Information or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

3. Immediately upon (i) the decision by either party not to enter into the Transaction contemplated by paragraph 1, or (ii) a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the

Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies, summaries, analyses, reflections, derivatives or extracts thereof. The Receiving Party understands that nothing herein (a) requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed if at all solely at the option of the Disclosing Party, or (b) requires the Disclosing Party or the Receiving Party to proceed with any proposed Transaction or relationship in connection with which Proprietary Information may be disclosed.

4. THE PROPRIETARY INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION.

5. This Agreement does not grant any rights to the Receiving Party under any patent, copyright or other intellectual property right of the Disclosing Party, or in the Proprietary Information, except as expressly set forth herein.

6. The obligations under this Agreement will continue until such time as the Proprietary Information is publicly known and made generally available through no action or inaction of the Receiving Party.

7. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law (without being required to post a bond or other security) and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof and the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of New York. This Agreement supersedes all prior or contemporaneous discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. Notices hereunder will be effective only if in writing and upon receipt if delivered personally or by overnight mail carrier or fax, or three (3) days after deposit in the U.S. mail, first class postage prepaid. The prevailing party in any action to enforce this Agreement shall be entitled to costs and fees (including attorneys' fees and expert

witness fees) incurred in connection with such action. The individual executing this Agreement on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

**[SIGNATURE PAGE TO FOLLOW]**

In witness whereof, the parties have executed this Agreement as of the day and year set forth below.

**DISCLOSING PARTY**

[NAME]

Signature: \_\_\_\_\_

By: \_\_Matt Palmeri\_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No \_\_\_\_\_

**RECEIVING PARTY**

[NAME]

Signature: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No \_\_\_\_\_