

## Confidentiality & Non-disclosure Agreement

This Confidentiality & Non-disclosure Agreement (the “Agreement”) is made by and between 2GeeksinaLab, Inc., a California corporation (collectively, with its subsidiaries and affiliates, “Disclosing Party”), on the one hand, and \_\_\_\_\_, a \_\_\_\_\_ (collectively, with its subsidiaries and affiliates, “the Acquiring Party”), on the other hand. Disclosing Party and the Acquiring Party are each sometimes referred to as a “Party” and together, as the “Parties.”

The Parties are discussing a transaction involving the potential purchase by the Acquiring Party, of certain software and other products owned and developed by Disclosing Party (hereinafter the “Transaction”), in which Disclosing Party will disclose confidential matters to the Acquiring Party, and in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1. Confidential Information. The Acquiring Party acknowledges that in the course of discussing the Transaction, the Acquiring Party may learn or become aware of valuable information belonging to Disclosing Party that is not generally known to the public, including among other things, trade secrets, know-how and business relationships belonging to Disclosing Party (“Confidential Information”), and that but for this Agreement, the Acquiring Party would have no right to receive any disclosure of or to use any portion of the Confidential Information in any manner whatsoever. By way of illustration, but not limitation, Confidential Information includes (i) appraisals, feasibility studies, technical information, computer and other hardware, processes, know-how, formulae, developmental or experimental work, compilations, databases, prototypes, collaborations, patentable and unpatentable and/or copyrightable and uncopyrightable technical information, algorithms, software materials (both object code and source code, plus documentation in the form of software notes), routines, models, concepts, design concepts, designs, drawings, working drawings, formulae, engineering models, means of implementation and manufacture, methods of encoding, preprocessing, and all other confidential information relating, in any manner, to the technology or technologies of Disclosing Party; (ii) web-sites, trade names, trademarks, service marks, graphics, logos, product and/or service concepts and/or lines, customer lists, marketing sources and strategies and distribution techniques; (iii) trade secrets within the meaning of the Uniform Trade Secrets Act (California Civil Code Sections 3426 through 3426.11); (iv) business plans, financial information or other subject matter pertaining to any business of Disclosing Party or any of its customers, sponsors, collaborators, consultants or licensees; (v) permits, conceptualization, design, financing, advertising and marketing plans related to the products, services and business of Disclosing Party; (vi) work made for hire; and (vii) all other proprietary information or trade secrets of Disclosing Party.

2. Use. The Acquiring Party will not use Confidential Information belonging to Disclosing Party for any purpose whatsoever except as required for the discussions among the Parties regarding the Transaction. If a signed agreement is made regarding the Transaction, the Acquiring Party will not use any Confidential Information for any purpose other than the Transaction, without the prior written consent of Disclosing Party.

3. Disclosure; Other Restrictions.

(a) The Acquiring Party shall limit disclosure of the Confidential Information to its employees and then only to those employees who need to receive the Confidential Information to further the Transaction or discussions regarding the Transaction and then only to the extent necessary for carrying sufficient precautions to maintain confidentiality

including: obtaining appropriate commitments and enforceable confidentiality agreements from such employees, to prevent such employees from disclosing to others or using the Confidential Information except on a need to know basis for the Transaction. The Acquiring Party will identify to Disclosing Party, at such time as Disclosing Party requests, each employee to whom any information encompassed within the Confidential Information has been disclosed and will provide Disclosing Party with a copy of any confidentiality agreement signed by such an employee. If no signed agreement is made regarding the Transaction, no disclosure of Confidential Information shall be made beyond what is or was necessary to discuss the Transaction among the Parties.

(b) In addition to the foregoing, the Acquiring Party acknowledges that conducting due diligence investigation in connection with the Transaction may be disruptive to Disclosing Party and its business, and if not conducted properly, could materially adversely affect Disclosing Party's business, including but not limited to its relationships with employees, enrollees and parents. Accordingly, Acquiring Party acknowledges and agrees that it will not (i) conduct on-site due diligence, or (ii) contact employees, enrollees or their parents, or otherwise interfere with any of the foregoing without the prior written consent of Disclosing Party.

4. Exceptions. The obligation of confidentiality and restrictions on use and disclosure contained in this Agreement shall not apply to any particular item of Confidential Information that the Acquiring Party can prove by clear and convincing evidence was:

(a) In the public domain at the time of such disclosure or subsequently came into the public domain, through no fault of the Acquiring Party, its employees or any of its parents, subsidiaries, or other affiliated organizations;

(b) Rightfully known to the Acquiring Party prior to such disclosure; or

(c) Received by the Acquiring Party as a matter of right, without a covenant of confidentiality, from a source other than Disclosing Party; or

(d) Developed independently by the Acquiring Party, provided the Acquiring Party can demonstrate that such development was accomplished by or on behalf of the Acquiring Party without the use of, or reference to, any Confidential Information.

5. Prior Knowledge. The Acquiring Party agrees that the fact that it had prior knowledge of a particular item of Confidential Information or that a particular item of Confidential Information is or becomes generally known to the public, shall not permit the disclosure or use of that item of Confidential Information outside of the terms of this Agreement in connection with any other known item of Confidential Information, unless the particular combination of Confidential Information itself was previously known to the Acquiring Party or to the public generally to be used for the same specific purpose or purposes as disclosed to the Acquiring Party.

6. Documents. All documents of any kind furnished pursuant or relating to the Transaction or discussions of the Transaction shall remain the property of Disclosing Party and the Acquiring Party shall return all documents and all copies to Disclosing Party upon request. The Acquiring Party shall keep all such documents and copies secure and control access to them, while they are in its possession or control. All documents which contain proprietary or Confidential Information shall be marked "Confidential" or "Proprietary" in large bold type at the

top of the page; provided however, that the failure to affix such labels shall not relieve the Acquiring Party from its obligations hereunder.

7. Breach. Each of the Parties agrees that remedies at law may be inadequate to protect against breach of this agreement, and hereby consents to the granting of injunctive relief, whether temporary, preliminary or final, in favor of the other Party without proof of actual damages. The Parties understand that this provision does not waive other actions or remedies.

8. Entirety of Agreement: If any portion of this Agreement is deemed to be invalid or unenforceable, this Agreement shall be considered as if such provision had not been part of it. This Agreement sets forth the entire understanding of the Parties regarding its subject matter. It shall be interpreted under the laws of the State of California.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the undersigned Parties hereby agree to this contract.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

**Disclosing Party**

**Acquiring Party**

**2GEEKSINALAB, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas Fryer, Chief Executive Officer

By: \_\_\_\_\_  
Name: (please print) \_\_\_\_\_  
Title: \_\_\_\_\_