

## Confidentiality and Non-disclosure Agreement

Whereas the parties wish to hold discussions concerning business or financial relationships ("the Field") and may wish to disclose to one another confidential technical and business information relating to or relevant within the Field ("Confidential Information") and wish to ensure that the Confidential Information remains confidential.

**It is agreed by both parties that:**

1. The Disclosing Party understands and hereby acknowledges that **3 Legs Limited** Management & Associates have significant experience in the Internet field and companies relating thereto, that it is exploring other companies with similar ideas, investments, and creating concepts which may overlap or directly compete with the Disclosing Party which **3 Legs Limited** may now or in the future evaluate, invest in, enter into agreements with and pursue and develop other business relationships with and, as such, the parties agree that **3 Legs Limited** might enter into all such relationships with competitors of one of the directing parties hereto and nothing in the Non-Disclosure Agreement is intended to preclude that activity.
2. Each party will treat the Confidential Information disclosed to it by the other party as secret and confidential and will not, except with prior consent of the other, make use of the same except for the purpose of evaluation thereof, nor disclose the same to any third party except, and then only to the extent necessary to evaluate the same, to such of its employees as shall have been made fully aware that the same is secret and confidential and are agreed to treat it as such.
3. The extent of the Confidential Information to be disclosed will at all times be at the discretion of the Disclosing Party.
4. The restrictions as to the use and disclosure set out above shall not apply to:
  - a. Any of the Confidential Information which is or becomes published otherwise than by unauthorized publication in breach of this agreement;
  - b. Or any of the Confidential Information which is shown by written or other tangible evidence to have been known to the recipient prior to the date of the disclosure hereunder;
  - c. Or any of the Confidential Information which is lawfully acquired by the recipient from an independent source having a bona fide right to disclose the same;
  - d. Or any Confidential Information which as demonstrated by tangible evidence is independently developed by an employee of the recipient who has not had access to any of the Information disclosed to the recipient by the other party.
  - e. Any of the Information thought to be Confidential that is actually within the public domain.
5. Neither party shall, without the prior consent of the other party, copy or reproduce any document which may be supplied hereunder and either party receiving any such document will return the same and any copies made thereof to the party supplying the same if so, requested by the Disclosing Party.
6. The obligations of confidentiality in the Agreement shall cease when both parties give written notification of its termination, or 5 years after the date hereof, whichever is sooner.
7. The Confidential Information, including any documents, drawings, sketches, designs, materials or samples supplied hereunder, will remain the property of the Disclosing Party and no rights are granted to the Receiving Party in the same, whether patented or not except the limited right to use set out above with respect to the said Field.
8. Each party agrees to accept and be bound by 3 Legs Ltd.'s standard terms and conditions.
9. This Agreement shall be construed in accordance with, and governed in all respects by the laws of the Isle of Man.

This agreement together with any document expressly referred to within, contain the entire agreement between us relating to the subject matter covered, and supersedes any previous agreements, arrangements, undertakings or proposals – written or oral – between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this agreement. You confirm that in agreeing to this agreement and our terms and conditions, you have not relied on any representation save insofar as the same has expressly in these terms and conditions been made a representation and you agree that you shall have no remedy in respect of any other misrepresentation (other than a fraudulent misrepresentation). Full terms & conditions are printed on the back of this agreement. E&OE