



NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the “Agreement”) is made and entered into by and between MiZAZA COM Inc, a New York State Registered S Corporation (referred to herein as “MiZAZA”) and _____ (referred to herein as “Sales Agent”) (MiZAZA and Sales Agent each being referred to as a “Party” or together as the “Parties”). The terms “Recipient” and “Discloser” used throughout this Agreement refer to either MiZAZA or Sales Agent, as the case may be. The effective date of this Agreement shall be the later of the days set forth by the undersigned below (the “Effective Date”).

RECITALS

Whereas, the Parties intend to engage in discussions concerning a potential business relationship (the “Proposed Relationship”); and

Whereas, in connection with the Proposed Relationship it may be necessary for each Party, as Discloser, to provide to the other, as Recipient, certain information (the “Information”), including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating the Proposed Relationship;

Now therefore, in consideration of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Discloser’s Information. Information may include, but is not limited to, intellectual property, trade secrets, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers or agents, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Proposed Relationship and any terms, conditions or other facts with respect to the Proposed Relationship (collectively “Discloser’s Information”). Information provided by one party to the other before execution of this Agreement and in connection with the Proposed Relationship is also subject to the terms of this Agreement. “Affiliates” means any company owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto or under common ownership, in whole or in part, with a party, unless such Affiliate is in competition with the Discloser.

2. Non-Disclosure Obligation. Unless otherwise agreed to in writing by the Discloser, Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted in this Agreement. Recipient agrees:

- (a) not to disclose the Information for a period of three (3) years following the Term of this Agreement (excepting trade secrets which Recipient will not disclose at any time during the Term of this Agreement or following the Term of this Agreement);

- (b) to use the same degree of care and diligence to protect Information from use, distribution or disclosure to others as Discloser employs or should reasonably employ to so protect its Information (but in no event less than reasonable care);
- (c) not to use, reproduce or copy the Information, in whole or in part, except as necessary for the evaluation or conduct of the Proposed Relationship;
- (d) to immediately notify the Discloser upon discovery of any loss or unauthorized disclosure of the Information by the Receiver.

Notwithstanding the foregoing, the Recipient may disclose the Information to such of the Recipient's employees, consultants and agents (collectively "Recipient's Representative") which the Recipient reasonably and in good faith believes are needed to be involved in the evaluation or performance of the Proposed Relationship, provided such Recipient's Representative is informed of this Agreement and agrees to be bound by the terms hereof, and the Recipient uses best efforts to cause the Recipient's Representative to observe the terms and conditions of this Agreement. Recipient agrees that a breach of this Agreement by a Recipient's Representative shall constitute a breach of this Agreement by the Recipient.

3. Designation of Information. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and/or proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and/or proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and/or proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure.

4. Public Information. Discloser's Information does not include:

- (a) any information publicly disclosed by Discloser;
- (b) any information Discloser in writing authorizes Recipient to disclose without restriction;
- (c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
- (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
- (e) any information Recipient independently develops without use of or reference to Discloser's Information.

5. Mandatory Disclosure. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to seek an appropriate protective order or to take steps to protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

6. Copies, etc. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.

7. Ownership; Return of Information. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

8. Privacy. Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

9. Term. The term of this Agreement and the Parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until three (3) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect in accordance with Section 2 of this Agreement and/or indefinitely with respect to any Information that is a trade secret under applicable law.

10. No Commitment. This Agreement is not a commitment by either Party to enter into any transaction or business relationship, nor is it an inducement for either Party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties.

11. No Additional Rights. The Recipient shall not have any rights or obligations respecting the Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement: no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the Discloser or its third party vendors.

12. Injunctive Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

13. Assignment. The rights and obligations of each Party under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the consent of the other Party. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

14. Waiver. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege. A Party may waive any rights under this Agreement only by written waiver duly signed by such Party.

15. Severability. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

16. Headings. Headings used herein are for reference and convenience only, and shall not be part of this Agreement and shall not define or limit any of the terms or conditions of this Agreement, or be used in the interpretation hereof.

17. Choice of Law. This Agreement shall be deemed executed in the Commonwealth of Massachusetts, and is to be governed and construed by Massachusetts law, without regard to its choice of law provisions. The parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court for Massachusetts.

18. Other Provisions. The Parties further agree that: (a) no provision of this Agreement shall affect, limit or restrict either Party's right to engage in any business in any place and at any time, whatsoever, provided the Recipient does not use, reproduce, copy or disclose the Information in violation of this Agreement, and (b) neither Party makes any representations or warranties as to the accuracy or completeness of any Information disclosed hereunder;

19. Notices. All notices, requests or other communications given hereunder shall be in writing and addressed to the Parties as follows:

If to MiZAZA: MiZAZA COM Inc
 1656 86 Street
 Brooklyn NY 11214
 Phone: 212-964-4151 Ext 1
 Attn: Legal Department

If to Sales Agent: _____

Either Party may change its designated address and/or addressee by giving notice as provided herein. All notices, requests or other communications addressed in accordance with this Agreement shall be effective when received.

20. Entire Agreement. This Agreement is the entire agreement between the Parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each Party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

Sales Agent: _____

MiZAZA COM INC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____