

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT REGARDING THE MUTUAL DISCLOSURE OF PROPRIETARY INFORMATION (the "Agreement") is made as of _____, 2017 ("Effective Date") by and between OnStrategy, on one hand, and _____, on the other hand.

1. **Definition of Confidential Information:** "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") that is marked or otherwise identified orally or in writing by the Disclosing Party as confidential or proprietary or which information would under the circumstances, appear to a reasonable person to be confidential or proprietary or cause detriment to the Disclosing Party if disclosed and shall include, without limitation a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future or proposed products or services of the Disclosing Party; b) trade secrets, drawings, works of authorship, inventions, know-how, software programs and software source documents; c) information regarding research, development, new service offerings and products, marketing and selling, business plans, budgets and unpublished financial statements, licensing and distribution agreements, prices and costs and suppliers, customers and donors; d) the existence of any business discussions, negotiations or agreements between the parties and e) any information regarding the skills and compensation of employees, contractors or other agents of the Disclosing Party.
2. **Non-Disclosure of Confidential Information:**
 - a) Each Receiving Party agrees that it will not make use of, reproduce, disseminate, or in any way disclose to any person, firm or business, any Confidential Information of the Disclosing Party except to the extent necessary for negotiations, discussions and consultations with personnel or authorized representatives of the Disclosing Party in connection with pursuing a business relationship.
 - b) Each Receiving Party agrees that it shall disclose Confidential Information of the Disclosing Party only to those of its employees, contractors or other agents who need to know such Confidential Information and who have agreed to comply with the terms and conditions substantially similar to and no less restrictive with respect to limitations on use and disclosure than those of this Agreement.
 - c) Each Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information and represents that it exercises at least reasonable care to protect its own Confidential Information.
 - d) Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
 - e) Confidential Information shall not include any information that either a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; c) was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; or e) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other government body, as required by law or as necessary to establish the rights of either party under this Agreement provided that the Disclosing Party is given prior notice of the intent to disclose to the extent reasonably practical and an opportunity to seek appropriate protection of the confidential nature of the information to the extent reasonably practical.
3. **Return of Confidential Information:** All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party. Upon the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material or medium containing or representing Confidential Information.
4. **No Licenses:** Neither party acquires any licenses under any intellectual property right of the other party under this Agreement, including without limitation patent, trademark, and copyright.
5. **Non-Assignment:** Neither party will assign or transfer any rights or obligation under this Agreement without prior written consent of the other party.

6. **Term and Termination:** This Agreement shall govern all information exchanged between the parties during the period from the Effective Date of this Agreement to the earlier of the date (i) on which either party receives from the other written notice that subsequent information shall not be so governed or (ii) 6 months after the last discussion between the parties provided no business relationship or arrangement exists at the time (either a "Termination"). The parties' obligations under Section 2 with respect to any previously disclosed Confidential Information shall continue for a period of three years after the Termination of this Agreement.
7. **Remedy:** Due to the unique nature of the Confidential Information, each party understands, acknowledges and agrees that a Disclosing Party may suffer irreparable harm in the event that a Receiving Party fails to comply with the obligations hereunder and that in the event of such breach, there may be no adequate remedy at law to fully compensate Disclosing Party for such breach. Accordingly, the Receiving Party hereby agrees that the Disclosing Party shall be entitled to seek injunctive relief to enforce the terms hereof upon breach by the Receiving Party or any of its representatives, such injunctive relief to be cumulative with all other legal and equitable remedies.

If any portion of this Agreement becomes the subject of litigation, the prevailing party in such suit may be entitled to reimbursement for its reasonable costs, expenses and attorney's fees incurred, including those incurred in connection with any appeals.

This Agreement shall inure to the benefit of and may be enforced by each party hereto and its successors and assigns and shall be binding on each party, and its agents, representatives and successors in interest. A signed copy of this Agreement delivered by facsimile or electronic mail transmission shall be binding on the parties.

General

- a) **Governing Law:** This Agreement shall be governed in all respects by the laws of the United States of America and the laws of the States of Nevada as such laws are applied to agreements entered into and to be performed entirely within Nevada.
- b) **Non-Solicitation:** Each party agrees not to solicit for employment or assistance any employee or independent contractor of the other party, without prior written consent, until 1 year after the termination of the business relationship or arrangement between the parties contemplated herein. The provisions of this section shall not apply to general advertising for employment conducted by a party which is not directed at any such employee or independent contractor.
- c) **Integration:** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof; and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorized representatives of the parties. If any provisions of the Agreement are found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.
- d) **Notices:** All notices or reports permitted or required under this agreement shall be in writing and shall be by personal delivery, fax or by certified or registered mail, return receipt requested and shall be deemed given upon the earlier of actual receipt of one day after deposit with the courier service, five days after deposit in the mail or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.
- e) **Counterparts:** This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

SO AGREED:

By: /Nancy Olsen/

By: _____

Print
Name: Nancy Olsen

Print
Name: _____

Title: VP/Business Development

Title: _____

Address: P.O. Box 8021
 Reno, NV 89507

Address: _____

Fax: (775) 398-1594

Fax: _____