

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made as per attendee contact information and date listed below between attendee (hereinafter referred to as "ATTENDEE"), and The Hatchery and its panel (hereinafter referred to as "HATCHERY").

WHEREAS, ATTENDEE is the ATTENDEE of information, materials, data, methods, processes and techniques, particularly involving the use and design of new online technology (hereinafter referred to as the "Information"); and

WHEREAS, HATCHERY is desirous of sharing the Information and ATTENDEE is willing to receive said Information under the terms specified herein to permit ATTENDEE to review the Information and incorporate it into the Hatchery review and for related purposes.

NOW, THEREFORE:

- 1) HATCHERY agrees to permit ATTENDEE to examine the Information (receipt of which is hereby acknowledged by ATTENDEE).
- 2) In consideration of said disclosure and use, ATTENDEE agrees (1) to hold the Information in confidence, (2) not to make any commercial use of the Information on its own behalf or on behalf of any third parties; and (3) not to disclose the Information so received without prior written consent of HATCHERY, provided, however, that the obligations hereunder of ATTENDEE shall not apply to any portions of the Information which:
 - a. ATTENDEE can show and demonstrate were, at the time of the disclosure, received by ATTENDEE from a person or entity other than HATCHERY and thus were already in ATTENDEE's possession, provided that ATTENDEE will promptly advise HATCHERY in writing of the existence of such condition with reasonable proof thereof with in sixty (60) days of the date of the disclosure;
 - b. is, at the time of disclosure by HATCHERY, or shall thereafter, independently of ATTENDEE, becomes part of the public knowledge or literature or shall otherwise become available to ATTENDEE from an outside source independently of HATCHERY;
 - c. is discovered or developed by ATTENDEE independently of HATCHERY or of any of the Information obtained from HATCHERY, with ATTENDEE having the burden of:
 - i. proving any such independent discovery or development;
 - ii. notifying HATCHERY in writing of such independent discovery or development within sixty (60) days thereof, together with reasonable proof.
- 3) All of the restrictions herein as to confidence and use shall be extinguished at the expiration of one year Agreement, provided, however, that nothing herein shall be construed as in any way limiting any proprietary rights which HATCHERY or any licensee of HATCHERY may have or as granting to ATTENDEE any license or other statutory right which may belong or be issued to HATCHERY based on the Information disclosed hereunder.
- 4) ATTENDEE agrees that the Information will not be disclosed to others who have not signed this Agreement and further agrees that such Information shall be safeguarded in the same manner and to the same extent with which its own confidential or proprietary information is safeguarded.
- 5) ATTENDEE further agrees that it will not make copies of any written material received by it unless the consent of HATCHERY is first obtained and that it will, upon request from HATCHERY, return to HATCHERY all written or physical material that it may receive pursuant to this Agreement or copies which may be made during the course of the Agreement.
- 6) IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HATCHERY

ATTENDEE

Signature:



Signature:

Name:

YAO-HUI HUANG

Name:

Date:

4/10/07

Date:

Company:

The Hatchery

Company:

Email:

thebrain@hatchedby.us

Email:

Phone:

646-792-2445

Phone: