Cloudwick Technologies, Inc. Mutual Non-disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is made as of the later date signed by both parties (the "Effective Date") between Cloudwick Technologies, Inc. ("Cloudwick") and the participant identified below.

1. Definition. "Confidential Information" means information relating to Discloser's business, including, without limitation, product designs, product plans, software and technology, financial information, marketing plans, business opportunities, pricing information, discounts, inventions and know-how, to the extent it is identified as confidential at the time of disclosure or should be reasonably known by Recipient to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information also includes the terms and conditions of this Agreement and the existence of the discussions between the parties.

2. Use of Confidential Information. A party which receives Confidential Information under this Agreement ("Recipient") may use the Confidential Information only for the purpose of internal evaluation of whether to enter into a business relationship with the party which discloses Confidential Information under this Agreement ("Discloser").

3. Disclosure of Confidential Information. Recipient shall: (i) hold Confidential Information in strict confidence and not divulge any Confidential Information to any third party (other than to employees or contractors as set forth below); (ii) take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential materials); and (iii) not copy or reverse engineer any materials disclosed under this Agreement or remove any proprietary markings from any Confidential Information. Recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of Discloser than this Agreement and that Recipient remains responsible for compliance by any such representative with the terms of this Agreement.

4. Term; Confidentiality Period. This Agreement shall continue in effect until terminated by either party upon written notice to the other party. Notwithstanding any expiration or termination of this Agreement, Recipient's obligations with respect to Confidential Information

under this Agreement expire five (5) years from the date of receipt of the Confidential Information (except that with respect to any trade secrets the obligations shall be perpetual).

5. Exclusions. This Agreement imposes no obligations with respect to information which: (i) was in Recipient's possession before receipt from Discloser, (ii) is or becomes a matter of public knowledge through no fault of Recipient, (iii) was rightfully disclosed to Recipient by a third party without restriction on disclosure or (iv) is developed by Recipient without use of Confidential Information and such independent development can be shown by documentary evidence. Upon notice to Discloser, Recipient may make disclosures to the extent required by law provided Recipient uses diligent efforts to limit disclosure and obtain confidential protection and allows Discloser to participate in the proceeding.

6. Return or Destruction of Confidential Information. Upon termination of this Agreement or written request by Discloser, Recipient shall: (i) cease using Confidential Information, (ii) return to Discloser or destroy all Confidential Information and all copies, notes or extracts thereof within seven (7) business days of receipt of request, and (iii) upon request of Discloser, confirm in writing that Recipient has complied with these obligations.

7. Proprietary Rights. Neither party to this Agreement acquires any intellectual property rights or any other rights under this Agreement except the limited right to review Confidential Information set forth in Section 2.

8. Disclaimer. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITH ALL FAULTS.

9. Independent Development. Nothing in this Agreement will prohibit Recipient from developing products, concepts, systems or techniques that are similar to or compete with any such concepts, systems or techniques described in Confidential Information, provided that Recipient does not violate any of its obligations under this Agreement in connection with such development.

10. Export. Recipient agrees not to remove or export from the United States or re-export any Confidential Information or any direct product thereof, except in compliance with all applicable U.S. and foreign laws and regulations.

11. Injunctive Relief. Each party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages are an insufficient remedy and therefore that upon any breach of this Agreement Discloser shall be entitled to seek appropriate equitable relief without the posting of a bond in addition to whatever remedies it might have at law.

12. General. Neither party has an obligation under this Agreement to purchase or offer for sale any item or proceed with any proposed transaction. In the event that any of the provisions of this Agreement shall be held illegal or unenforceable by a court of competent jurisdiction, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The exclusive jurisdiction and venue for any action arising out of or relating

to the subject matter of this Agreement shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, either party may seek equitable relief or enforcement of any judgment in any other court of competent jurisdiction. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof; provided, however, that this Agreement will not supersede or amend any existing agreement between the parties or their affiliates for the purchase or use of either party's products or services. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities.

---------- Accepted and agreed to as of the Effective Date by the Authorized representatives of each party: Cloudwick Technologies, Inc.
Participant:_____ 39899 Balentine Dr. #345, Address:
_____ Newark, CA 94560

_____ _____

Signature Signature

_____ _____

Print name Print name

_____ _____

Title Title

_____ _____

Date Date