

Mutual Non Disclosure Agreement

This Non Disclosure Agreement ("NDA") is entered into as of 1st day of January 2010 (the effective date) by RingJohn Limited, hereinafter referred to as "RingJohn", whose registered office and principal place of work is The Guinness Enterprise Centre, Taylor's Lane, Dublin 8, Ireland and _____

("_____"), whose principal place of business is _____

_____. Collectively, the parties involved shall be referred to as the "Parties". The purpose of this NDA is to formalise the contractual agreement regarding confidential information shared, communicated or exchanged between the Parties. The Parties are willing to supply information regarding themselves, any subsidiary undertakings and service or products to each other for the purposes of: "*improving Google Adwords account performance and other Internet marketing services*" ("the Purpose") and do so on the terms set out in this NDA.

The terms of this NDA will apply to all Confidential Information supplied by the Parties.

Confidential Information

Confidential Information is any information relating to the Parties or the Purpose. For the avoidance of doubt this includes (but is not limited to) the following:

- all information relating directly or indirectly to the Purpose including, for the avoidance of doubt, the existence of the Purpose and this NDA itself;
- all discussions and/or negotiations between the Parties and their willingness to enter into such discussions and negotiations between themselves or with any other party;
- any business plan and/or any financial model whether complete or in draft form;
- all information relating, without limitation, to the property, assets, business, trading practices, plans, proposals and/or trading prospects of the Parties;
- all technical and/or non-technical information provided by one Party to the other Party, which may include patent and patent applications, trade secrets, proprietary information, ideas, techniques, research, experimental work, development, design details, specifications, engineering, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents and formulae related to the current, future, and proposed products and services of the Parties;
- all information disclosed by or acquired in any way (and whether directly or indirectly) from a Party or any shareholder in the Party or any employee of a Party or from any of the Parties' agents or advisers, including information prepared by a Party or by its advisers which contains or otherwise reflects or is generated from such information;
- any other information (whether received in writing, orally or otherwise) relating to a Party's Business Plan and Financial Model, corporate strategies, target market, target services or sales and marketing plan which is obtained as a consequence of any discussions between the Parties;

but shall exclude any part of such disclosed information which:

- is or becomes in the public domain, or
- which was lawfully in the Parties' possession prior to such disclosure, or
- is required to be disclosed by reason of any applicable law, order of court or applicable regulation save without breach of the terms of this NDA.

Use of Confidential Information

In consideration of the Confidential Information being supplied, each Party agrees and undertakes:

- to treat the Confidential Information as being secret and strictly private and confidential;
- not at any time to disclose any of the Confidential Information to any third party other than, with the written consent of the other Party, to those of its officers, employees and agents and professional advisers who are required in the course of (and solely for the purpose of) the Purpose to have the Confidential Information disclosed to them and provided the disclosing Party shall be responsible for their compliance with the terms of this Agreement;
- not to use any of the Confidential Information provided for any purpose that may lead to the establishment of any business, collaboration or other venture which will compete directly or indirectly with the current or intended products or associated businesses of the other Party and the other projects being planned by the other Party.

Return of the Confidential Information

Each Party acknowledges that they have no right to retain any of the Confidential Information other than with the written consent of the other Party.

Each Party will immediately upon receiving a demand from the other Party (whether in writing or not) return to the first Party, at their expense, all documents and any other tangible records of the Confidential Information supplied to the other Party, together with all copies of any extracts from those documents and records whether such copies were taken by the other Party or another party. The other Party will also destroy any notes, analysis and studies that incorporate any Confidential Information.

Term of Agreement

This agreement shall become effective from the date hereof and shall continue for 1 year unless terminated earlier in writing by either Party. All obligations to protect the confidentiality of the Confidential Information shall survive for a period of 3 years from the date of disclosure of the Confidential Information.

Principal and Costs

Each Party confirms that they are acting in this matter as a principal and not as agent for any other party and that they shall be responsible for any costs incurred by themselves or their advisers in considering or pursuing the Purpose and in complying with the terms of this NDA.

General

All Companies may assign this NDA as part of a merger, acquisition, or reorganisation, or sale of all or substantially all its assets. Such assignment shall require 30 days written notice to all Parties to this NDA.

Any notice required to be given shall be either (a) personally delivered; (b) transmitted by postage prepaid certified mail, return receipt requested; or (c) transmitted by nationally-recognised private express courier to the addresses shown above, and shall be deemed to have been given on the date of receipt of delivered personally, or two days after deposit in mail or express courier.

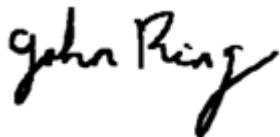
This NDA shall be construed and governed in accordance with the laws of Eire.



This NDA constitutes the entire agreement of the Parties and supersedes all previous agreements with respect to its subject matter. No modification of this NDA will be binding on the Parties unless it is in writing and signed by authorised representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this NDA as of the Effective Date.

Signed by:



on behalf of: RingJohn Limited

dated:

1st January 2010

Signed by:

on behalf of: _____

dated:

