

MUTUAL NON-DISCLOSURE AGREEMENT

For GirlZone.com sale with Flippa

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Girl Zone LLC, a corporation having its principal place of business at 110 Central Avenue, South Burlington, VT ("Girl Zone") and _____, a _____ corporation whose principal mailing address is _____ (the "Second Party").

WHEREAS Girl Zone and the Second Party (the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

1. WHEREAS the Second Party is required to provide top level information of their businesses to Girl Zone, including other websites and businesses owned. This includes (1) the names of the business, (2) the nature of the business, (3) where they operate, (4) who the target market is, (5) what product is sold (6) general business model description. This does not include financial details or employee information.

2. WHEARAS Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

3. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

4. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party.

5. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

6. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or

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(e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

7. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

8. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

9. If a bid is not accepted by Girl Zone through the Flippa platform, Girl Zone is not obligated to sell to the Second Party regardless of bid amount.

IN WITNESS WHEREOF:

GIRL ZONE, INC.

COMPANY: _____

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title