

Confidential Disclosure Agreement:

This Agreement is entered into this ____ of _____, 20____ by and between:

_____ with offices at _____
(hereinafter "Recipient") and

FlagsForYou.com, with a mailing address of PO Box 645 Marlton NJ 08053
(hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to FlagsForYou.com which is the business of online niche market sales. This information is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of Venture Capital investing and equity transaction.

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.
2. Confidentiality.
 - 2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture, design, test or assist in the aforementioned, test, reverse engineer any of the embodied Confidential Information, technology or concepts.
 - 2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information. Recipient agrees to indemnify any damages to FlagsForYou.com resulting from failure to protect FlagsForYou.com.
 - 2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the sole property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential, not resulting from Recipients actions.

DISCLOSER Initials(_____)

RECIPIENT Initials (_____)

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

7. Arbitration Clause. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this agreement, by final and binding arbitration conducted at a location determined by the arbitrator in Cherry Hill, New Jersey, administered by and in accordance with the then existing rules of practice and procedure of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered by any state or federal court having jurisdiction. As soon as practicable after selection of the arbitrator, the arbitrator or his or her designated representative shall determine a reasonable estimate of anticipated fees and costs, and render a statement to each party setting forth that party's *pro rata* share of these fees and costs. Within thirty (30) days of receipt of the statement, each party shall deposit the sum with the arbitrator. Failure of any party to make such a deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the claim that is the subject of the arbitration, but shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

8. The provisions of the New Jersey Rules of Court or its successor section(s) are incorporated in and made a part of this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with these section(s).

The arbitrator shall determine which is the prevailing party and shall include in the award that party's reasonable attorney fees and costs.

9. Miscellaneous. This agreement is the complete agreement between the parties. In the case of invalidation of any of the clauses or items in this agreement, the invalidated clause or shall be severed and the remaining elements of this agreement will remain in force. This agreement exists under the laws of the state of New Jersey.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (_____)

RECIPIENT (_____)

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____