

Mutual Non-Disclosure Agreement

This Agreement (the "Agreement") is made as of _____, (the "Effective Date"), by and between **Psychster Inc.**, a Washington state corporation with its principle place of business at 16904 Juanita Dr. NE #145, Kenmore WA, 98028 and _____, address _____

_____ who may be referred to in this Agreement collectively as "Parties" or individually as "Party."

1. In order to pursue the mutual business purpose specified in **Exhibit A** (the "Business Purpose"), the Parties recognize that there is a need to disclose to one another certain confidential information of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.
2. This Agreement will apply to all confidential and proprietary information disclosed by one Party to the other Party, including information listed in **Exhibit A** and other information which the Parties identify in writing as confidential before or within thirty days after disclosure ("Confidential Information").
3. Confidential Information means any information or data disclosed by the Parties under or in contemplation of this Agreement that if in tangible form or other media that can be converted to readable form is clearly marked as proprietary, confidential or private when disclosed, or if oral or visual, is identified as proprietary, confidential, or private when disclosed. For purposes of this Agreement the foregoing definition shall be not affected by type of medium, mode or mechanism such Confidential Information may take or in which it may be conveyed.
4. This Agreement imposes no obligation the Parties with respect to information that:
 - (i) is now, or hereafter becomes, through no act or failure to act on the part of the Parties, generally known or available to the public;
 - (ii) was acquired by the Parties before receiving such information from each other and without restriction as to use or disclosure;
 - (iii) is hereafter rightfully furnished to the Parties by a third party, without restriction as to use or disclosure;
 - (iv) is information which each individual Party can document was independently developed by themselves, their companies, or representatives;
 - (v) is disclosed with the prior written consent of both Parties.
5. Each Party agrees:
 - (i) to hold the other Party's Confidential Information in strict confidence,
 - (ii) not to disclose such Confidential Information to any third parties, and
 - (iii) not to use any Confidential Information for any purpose except for the Business Purpose.Each Party may disclose the other Party's Confidential Information to its responsible employees, business partners, or consultants with a bona fide need to know only if such 3rd parties have executed a signed agreement with the Parties to use the Confidential Information only to carry out the Business Purpose and not to disclose such Confidential Information to third parties, without the prior written permission of both Parties in this agreement. The standard of care to be exercised by both Parties to meet the obligations set forth in this Section shall be the standard exercised by each Party individually with respect to its own proprietary information of a similar nature, but in no event less than reasonable due care.
6. Upon either Parties request, the other Party will promptly return or delete or destroy all tangible items containing or consisting of the disclosing Party's Confidential Information and all copies thereof.
7. Each Party recognizes and agrees that nothing contained in this Agreement including without limitation any payment of monies the Parties to each other during any discussions

relating to the Business Purpose will be construed as granting any right, title or interest in either Parties' Confidential Information, or any license to use, sell, exploit, copy or further develop in any way any either Parties' Confidential Information.

8. Each Party acknowledges that all of the Confidential Information is owned solely by each Party (or its licensors and/or other vendors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing Party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

9. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Washington (excluding its body of law controlling conflicts of laws). This Agreement and **Exhibit A** attached hereto are the complete and exclusive statement regarding the subject matter of this Agreement and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS." EACH PARTY (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES) AGREES THAT THEY SHALL NOT HAVE ANY LIABILITY ARISING FROM THE USE OR RELIANCE UPON CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT.

10. The Parties acknowledge that either Party is/or may be currently discussing business transactions or opportunities with other parties, including with the competitors or potential competitors of such other Party. Neither this Agreement nor any discussions or disclosures hereunder shall (i) be deemed a commitment to any business relationship, contract, transaction or future dealing with the other Party, (ii) prevent either Party from conducting similar discussions or performing similar work to that contemplated by the Business Purpose hereof; provided, such work or discussions do not violate this Agreement, or (iii) require either Party to make a payment of any kind to each other. This Agreement does not create any agency or partnership relationship.

11. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate.

EXHIBIT A

Business Purpose: Research, design, development, maintenance, launch and/or marketing of websites, applications, graphics, and design decisions related to all projects disclosed by or to Psychster Inc. and/or devoted to personality assessment or computation, and/or labeled as YouJustGetMe or YJGM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Party: **Psychster Inc.**

Party: _____

By Its: Registered Agent

By: _____

Signature: _____

Signature: _____

Date: _____

Date: _____