

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between ratesyourdate.com Incorporated, a _____ corporation, having an address at 712 Fifth Avenue, 17th Floor, New York, NY 10022 and _____ with offices at _____.

Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

Confidential Information.

"Confidential Information" means any and all information that is disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, materials and equipment), which if disclosed in writing or tangible form is marked as "Confidential," or with some similar designation, or if disclosed orally or by inspection or observation, is confirmed as being Confidential Information within a reasonable time after the initial disclosure, and reduced to a written summary which summary is marked "Confidential" or with some similar designation and delivered to the receiving party within forty-five (45) days after initial disclosure. Confidential Information may also include information received by a disclosing party hereto from third parties meeting the foregoing notification requirements.

Notwithstanding Section 2.A above, Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Nonuse and Nondisclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees or representatives, except to those employees and representatives of the receiving party who are required to have information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, materials or other tangible objects which embody the other party's Confidential Information and which are provided to such party hereunder.

Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall use at least that degree of care that it takes to protect its own confidential information of a similar nature, but in no event less than reasonable care.

No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

Warranty. Each party warrants that it has the right to disclose the Confidential Information to the other party. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

No License. Nothing in this Agreement is intended to grant any rights to either party under any patent or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

Trademark/Trade Name Rights. Recipient of information from ratesyourdate.com Incorporated hereby agrees that it will not, directly or indirectly, oppose or contest any pending trademark or service mark application or registration owned by ratesyourdate.com Incorporated throughout the world. Recipient of said information also agrees that it will not take any steps to seek, protect or register the names ratesyourdate or rateyourdate or any terms that are similar in appearance, meaning or sound for any products or services that compete, directly or indirectly, with the services and products of ratesyourdate.com Incorporated, including without limitation, dating services and the storage and retrieving of data relating to dating services.

Term. The obligations of each receiving party hereunder shall survive until the earlier of (i) such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, or (ii) five (5) years. All disclosures under this agreement shall be made within twelve (12) months of the Effective Date.

Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successor and assigns. This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The parties agree to comply with all export control laws and regulations. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed by facsimile signature in any number of counterparts, all of which taken together shall constitute one in the same instrument. After execution by facsimile, originals of this Agreement shall be executed and provided to _____ and ratesyourdate.com Incorporated.

The Effective Date of this Agreement shall be:_____.

ratesyourdate.com Incorporated

By: _____

Name: _____

Title: _____

COMPANY: _____

Address: _____

By: _____

Name: _____

Title: _____