

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between Uncovered Mobile Partners ("Company") and the individual or entity identified below ("Counterparty"). Company and Counterparty may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The Parties wish to explore a potential business relationship relating to mobile software consulting, product development, technical advisory services, and related professional services (the "Purpose"). In connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information. This Agreement governs the protection and use of that information.

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether disclosed orally, visually, electronically, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: business plans, financial information, pricing, customer and prospect lists, product roadmaps, technical designs, architecture documents, source code, object code, APIs, credentials, security practices, algorithms, trade secrets, prototypes, user data (if disclosed), marketing plans, and the existence and status of discussions between the Parties.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known by the Receiving Party without restriction before receipt from the Disclosing Party; (c) is rightfully received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as demonstrated by written records.

3. Obligations of Receiving Party

The Receiving Party shall: (a) use the Disclosing Party's Confidential Information solely for the Purpose; (b) not disclose Confidential Information to any third party except as permitted herein; and (c) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

The Receiving Party may disclose Confidential Information only to its employees, contractors, advisors, and legal counsel who have a legitimate need to know for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement. The Receiving Party remains responsible for any breach by such persons.

4. Compelled Disclosure

If the Receiving Party is compelled by law, regulation, court order, or governmental authority to disclose Confidential Information, it shall (to the extent legally permitted) provide prompt notice to the Disclosing Party and cooperate in seeking a protective order or other appropriate remedy. The Receiving Party shall disclose only the portion of Confidential Information legally required.

5. No License or Obligation

All Confidential Information remains the property of the Disclosing Party. No license or other rights in intellectual property are granted by this Agreement except the limited right to use Confidential Information for the Purpose. Neither Party is obligated to proceed with any transaction, project, or engagement by reason of this Agreement or any disclosure made under it.

6. Return or Destruction

Upon the Disclosing Party's written request, or upon termination of discussions relating to the Purpose, the Receiving Party shall promptly return or destroy the Disclosing Party's Confidential Information and certify such return or

destruction upon request, except that the Receiving Party may retain copies stored in routine backup systems or as required by law or bona fide document retention policies, subject to continuing confidentiality obligations.

7. Term and Survival

This Agreement begins on the Effective Date and continues for two (2) years from the Effective Date, unless terminated earlier by either Party upon thirty (30) days' written notice. The Receiving Party's obligations with respect to Confidential Information disclosed during the term shall survive for three (3) years after the date of disclosure, or until such information no longer qualifies as Confidential Information.

8. Remedies

Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. In addition to any other remedies available at law or in equity, the Disclosing Party is entitled to seek injunctive relief without the requirement of posting bond, where permitted by applicable law.

9. No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF CONFIDENTIAL INFORMATION.

10. General

This Agreement is governed by the laws of the State of Utah, without regard to conflict-of-law principles. Any dispute arising under this Agreement shall be brought in the state or federal courts located in Salt Lake County, Utah, and each Party consents to personal jurisdiction and venue therein.

This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior or contemporaneous understandings on that subject. Amendments must be in writing and signed by both Parties. If any provision is held invalid or unenforceable, the remaining provisions remain in full force. Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

11. Signatures

UNCOVERED MOBILE PARTNERS

By: _____

Name: _____

Title: _____

Date: _____

COUNTERPARTY

Company (if applicable): _____

By: _____

Name: _____

Title: _____

Email: _____

Date: _____