

**DOTMOBI NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into as of the date last written below between mTLD Top Level Domain Limited, an Irish company having its principal place of business at 2 La Touche House, IFSC, Dublin 1, Ireland and

a	company having its principal place of business at

In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information, the parties to this Agreement agree as follows:

“Confidential Information” is all information (i) identified in written or oral format by the Disclosing Party as confidential, trade secret or proprietary information, and, if disclosed orally, summarised in written format within thirty (30) days of disclosure, or (ii) the Receiving Party knows or has reason to know is confidential, trade secret or proprietary information of the Disclosing Party. “Disclosing Party” is the party disclosing Confidential Information. “Receiving Party” is the party receiving Confidential Information.

The Confidential Information includes, inter alia, all information pertaining to the products, software, operations, sales and marketing plans and other related but unspecified information of the Disclosing Party.

The Receiving Party may use the Confidential Information solely for the purpose of:

Evaluating the potential to 1) invest in the Disclosing Party, 2) enter into a commercial relationship with the Disclosing Party, or 3) consider a position of employment, either permanent or contract, with mTLD Top Level Domain Limited.

The Receiving Party shall not disclose the Confidential Information to any third party other than employees, members, agents and advisors of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorised above. The Receiving Party shall take appropriate measures by instruction and agreement prior to disclosure to such persons to assure against unauthorised use or disclosure.

The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of, or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) is transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Confidential Information; (vii) is disclosed by the Receiving Party under a valid order issued by a court or government agency, provided that the Receiving Party provides (a) prior written notice to the Disclosing Party of such obligation and (b) the opportunity to oppose such disclosure.

Upon written demand of the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. Notwithstanding the foregoing, the Receiving Party may destroy or return the Confidential Information at any time prior to such a request.

The Disclosing Party shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the Disclosing Party is either granted or implied by the conveying of Confidential Information.

The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

None of the Confidential Information disclosed by the Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by it to the Receiving Party with respect to the infringement of trademarks, patents, copyrights; any right of privacy; or any rights of third persons.

The Receiving Party acknowledges that monetary remedies may be inadequate to protect such Confidential Information and that injunctive relief may be appropriate to protect such Confidential Information.

This Agreement shall continue from the date last written below until terminated by either party by giving thirty (30) days' written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the obligations of the Receiving Party concerning confidentiality shall terminate five years following receipt of the Confidential Information.

The parties hereto are independent contractors. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

This Agreement may be modified only in writing signed by both parties.

This Agreement shall be construed in accordance with the laws of the Ireland.

This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorised representatives.

mTLD Top Level Domain Limited

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: