

NETSTAIRS® MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is Effective this _____ day of _____ 201____, ("Effective Date") by & between:-

NetStairs.com, Inc. 2821 East Commercial Blvd, Suite 201 Fort Lauderdale, FL. 33308 USA, a Florida "C" corporation ("NETSTAIRS") -and- _____

company / individual ("Company")

NETSTAIRS and Company desire to have preliminary discussions ("Discussions") regarding a potential business relationship (the "Transaction"). During the course of Discussions, Company and NETSTAIRS acknowledge that each has or will be exposed to and become familiar with various aspects of the other parties' proprietary and/or confidential information. The parties desire to be assured that any such information gained during the Discussions will be regarded as confidential and proprietary information and therefore the parties hereby agree:

1. Confidential Information. For purposes of this Agreement "Confidential Information" means any type of information or material contained in a documentary form and disclosed by one party ("Disclosing Party") and/or known by the party to whom such information is disclosed ("Receiving Party") as a consequence of or through participation in the Discussions, which is not generally known to the public and including, without limitation, information which relates to research, development, trade secrets, know-how, inventions, invention records, technical data, computer software, programming, concepts, designs, drawings, procedure, processes, equipment, reports, manuals, documentation, manufacture, purchasing, accounting, engineering, marketing, merchandising and selling, customer lists, business plans or strategies, information entrusted to the Disclosing Party or its principal officers and employees by third parties, and any other confidential or proprietary information.

2. NonDisclosure of Information. The Receiving Party shall exercise the same degree of care, but no less than a reasonable degree of care, to keep confidential the Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature. The Receiving Party may disclose the Confidential Information only to its directors, officers, employees, corporate affiliates, or consultants on a "need to know" basis. With respect to NETSTAIRS, "corporate affiliates" shall mean NETSTAIRS's wholly owned subsidiaries and parent companies. The Receiving Party shall execute or have executed appropriate written agreements with its consultants and employees sufficient To enable it to comply with all the provisions of this Agreement.

3. Compulsory Disclosure. If the Receiving Party is served with any subpoena or other compulsory judicial or administrative process calling for production of Confidential Information, the Receiving Party may comply with such subpoena or compulsory process but will immediately notify the Disclosing Party in order that it may take such action as it deems necessary to protect its interest. The Receiving Party shall reasonably cooperate with the actions of the Disclosing Party in this regard.

4. Exclusions. This Agreement imposes no obligations upon Receiving Party with respect to information that: (i) was in Receiving Party's possession before receipt from Disclosing

Party; (ii) is or becomes a matter of public knowledge through no fault of Receiving Party; (iii) is rightfully received by Receiving Party from a third party without a duty of confidentiality; (iv) is incidentally retained in the unaided memories of persons who have had access to Confidential Information (including, without limitation, ideas, concepts, know-how or techniques); (v) is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party; (vi) is disclosed under operation of law, except that Receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed; or (vii) is disclosed by Receiving Party with Disclosing Party's prior written consent.

5. Ownership. The transfer of information between the parties shall not be construed as a license to use or disclose such information or a right to ownership in the information. The Confidential Information, except for that portion of it which consists of analyses, compilations, studies or other documents or records prepared by Receiving Party or its representatives, shall be and remain the property of Disclosing Party and will be returned to Disclosing Party immediately, upon written request, or destroyed, at Disclosing Party's option. Notwithstanding the foregoing, Receiving Party may retain one (1) copy of the Confidential Information, the use of which copy shall be restricted solely to the purpose of addressing issues of compliance with the terms of the Agreement. That portion of the Confidential Information which consists of analyses, compilations, studies or other documents or records prepared by Receiving Party, or its representatives, shall be held by Receiving Party and kept confidential and subject to the terms of this Agreement, or shall be destroyed.

6. Use of Confidential Information. The Receiving Party shall make use of the Confidential Information for the purpose of discussing and evaluating a possible Transaction between the parties. Except as otherwise provided herein, during the term of this Agreement, neither party shall disclose the existence or name of this Agreement or the Transaction to any third party without the other party's written consent.

7. Warranties. Each Disclosing Party warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

8. No Definitive Agreement. This Agreement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products or enter into any business relationship. This Agreement does not create any agency or partnership relationship. This Agreement does not require Disclosing Party to make any payment of any kind to Receiving Party, nor does it bind Disclosing Party to enter into any further agreement or arrangement with Receiving Party. It is understood and agreed that no contract or agreement providing for the Transaction shall be deemed to exist unless and until a definitive agreement has been executed and delivered, and both parties hereby waive, in advance, any claims (including, without limitation, breach of contract) in connection with the Transaction unless and until a definitive agreement for the Transaction has been executed by and delivered to all parties.

thereto. It is further agreed that, unless and until a definitive agreement with respect to the Transaction is so executed and delivered, neither party shall have any legal obligation of any kind whatsoever with respect to such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term "definitive agreement" does not include an executed letter of intent or any preliminary written agreement, nor does it include any written or verbal acceptance of an offer of either party. In the event that a definitive agreement is executed, the terms and conditions contained therein shall govern the future obligations of the parties with respect to the Confidential Information.

9. Publicity. Neither party shall make any public disclosure concerning the potential Transaction, including that the parties are having or have had Discussions relating to such transaction; provided that a party may make such disclosure if it has been advised by counsel that such disclosure is advisable in order that it not commit a violation of law. In such event, such party shall give the other party written notice of the information to be disclosed as far in advance of its disclosure as practicable.

10. Other Business Activities.

10.1 Disclosing Party agrees that Receiving Party may currently or in the future acquire information, either independently developed or legally received from 3rd parties, which may be similar to the Confidential Information. Nothing in this Agreement will be construed as a representation that Receiving Party does not or will not have such independently developed or legally received information, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

10.2 Nothing in this Agreement will be construed as a representation or agreement to restrict assignment or reassignment of Receiving Party's employees, or in any manner to affect or limit either party's present and future business activities of any nature, including business activities which could be competitive with Disclosing Party. The Company acknowledges that NETSTAIRS is or may be currently discussing transactions similar to the Transaction with other parties, including competitors of the Company.

10.3 Nothing in this Agreement will be construed as a representation or inference that the Receiving Party will not develop products, information, systems, inventions or the like or have products, information, systems, inventions or the like developed for it, that are similar to or compete with the products, information, systems, inventions or the like contemplated by the Disclosing Party's Confidential Information.

11. Equitable Relief. In the event of a breach of this Agreement, irreparable harm will be suffered by the nonbreaching party for which remedies at law will not adequately compensate it. In such event, in addition to any legal remedies available to it, the non-breaching party shall be entitled to obtain injunctive or other equitable relief against the breaching party.

12. Governance Provisions.

12.1 Binding Agreement. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior

written consent of the other party. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

12.2 Terms of Nondisclosure and Disclosure Period. This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall expire one (1) year after the end of the Disclosure Period (as defined below), regardless of whether a Transaction occurs. This Agreement pertains to Confidential Information that is disclosed during the period commencing with the Effective Date and ending on the earliest of (i) termination of dealings between the parties and delivery of written notice thereof by either party specifically referencing this Agreement, (ii) a definitive agreement is entered into between the parties hereto which then governs the treatment of confidential information disclosed thereafter, or (iii) five (5) months after the Effective Date (the "Disclosure Period").

12.3 Entire Agreement and Non Waiver. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, both oral and written, representations and understandings among the parties with respect to the subject matter of this Agreement. No amendment, modification, and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

12.4 Attorneys Fees. In any action or proceeding arising out of or in connection with this Agreement, the prevailing party will be entitled to recover all reasonable costs and attorneys' fees, with or without suit and on appeal.

12.5 Governing Law, Personal Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within Broward County, State of Florida, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Florida for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each of party hereby irrevocably waives all right to trial by jury in any action, proceeding or counter claim (whether based on contract, tort or otherwise) arising out of or relating to this agreement or the actions of the parties in the negotiation, administration, performance and enforcement hereof.

12.6 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, scope, activity or subject, it shall be construed, by limiting and reducing it so as to be enforceable to the extent compatible with the applicable laws as it shall then appear.

12.7 Counterparts. This Agreement may be executed in two (2) counterparts and delivered by facsimile transmission or email, each of



which shall be deemed an original and when considered together shall be one agreement.

Agreed by the parties duly authorized representatives and made effective on the date first written above:

NetStairs.com, Inc.

By: _____

Its:

Dated:

Company:

By: _____

Its:

Dated:

Mutual Non-Disclosure Agreement
--Signature page--