

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of _____, between Merchant Media, LLC ("Merchant Media") and _____ (the "Company", and, together with Merchant Media, the "Parties"). The Parties have entered into this Agreement so that (a) Merchant Media may evaluate certain information and documents relating to the product(s) identified in Schedule A attached hereto (the "Products"), which information and documents have been or may be given to Merchant Media and its present or prospective directors, officers, shareholders, members, employees, agents, consultants or advisors (collectively, "Representatives") by the Company for purposes of considering a proposed business relationship (the "Relationship") between Merchant Media and the Company and (b) the Company may evaluate certain information and documents relating to Merchant Media, which information and documents have been or may be given to the Company and its Representatives by Merchant Media for purposes of considering the Relationship.

For purposes of this Agreement, "Confidential Material" shall mean any information and documents concerning the Products, business, plans, operations or assets of either of the Parties, including, but not limited to, information and documents concerning each Party's markets, sales, customers, vendors, personnel, pricing policies, technical processes and methods, methods of marketing and distribution, specifications, trade secrets, technology, know-how, and research and development, which are furnished to either of the Parties or to their respective Representatives in accordance with the provisions of this Agreement. "Confidential Material" shall further include (a) all notes, analyses, compilations, studies, interpretations or other documents prepared by either Party which contain, reflect or are based upon, in whole or in part, the information furnished to such Party or its Representatives pursuant hereto and (b) the fact that the Parties are engaged in discussions and the entire content of such discussions. Notwithstanding the foregoing, "Confidential Material" does not include information or documents which (i) are or become generally available to the public other than as a result of a disclosure by the Party which originally furnished such information or documents or its Representatives, (ii) were within either Party's possession prior to being furnished to such Party by or on behalf of the other Party pursuant to this Agreement, or (iii) become available to the disclosing Party on a non-confidential basis from a source other than the Party that furnished such information or documents or any of its Representatives; provided that with respect to clauses (ii) and (iii) above, the source of such information or documents was not bound by a confidentiality agreement with the Party that furnished such information or documents or any other party with respect to such information or documents.

Each of Merchant Media and the Company hereby agrees that it and its Representatives shall use the Confidential Material solely for the purpose of evaluating and conducting the Relationship, and not for any other purpose. Each of Merchant Media and the Company further agrees that the Confidential Material will be kept confidential and that such Party and its Representatives, except in accordance with the terms of this Agreement, will not disclose any of the Confidential Material; provided, however, that (i) such Party may make any disclosure of such Confidential Material to which the other Party gives its prior written consent and (ii) Confidential Material may be disclosed to each Party's respective Representatives for the purpose of evaluating or conducting the Relationship.

In the event that a Party or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Material, such Party shall provide the other Party with written notice of any such request or requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the other Party, such Party or any of its Representatives are nonetheless legally compelled to disclose Confidential Material to any tribunal, regulatory authority or agency, such Party or its Representatives may, without liability hereunder, disclose to such tribunal, regulatory authority or agency that portion of the Confidential Material which is legally required to be disclosed, provided that such Party exercises its reasonable efforts to preserve the confidentiality of the Confidential Material.

Each of the Parties agrees that, at any time upon the request of the other Party for any reason, such Party will promptly destroy or deliver to the other Party all Confidential Material (and copies thereof) furnished to such Party or its Representatives by or on behalf of the other Party pursuant to this Agreement. In the event of such a request, all other Confidential Material prepared by such Party shall be destroyed and no copy thereof shall be retained.

The obligations under this Agreement shall continue for a term of two (2) years from the date first above written. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts without giving effect to the conflict of laws principles thereof. Each of the Parties irrevocably consents to the exclusive jurisdiction of the courts of the State of Massachusetts, in connection with any action or proceeding arising out of or relating to this Agreement, or a breach of this Agreement.

This Agreement constitutes the full understanding of the Parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties with respect thereto. This Agreement may only be modified in a writing signed by both Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

MERCHANT MEDIA, LLC.

By: _____

By: _____

Name:

Name: Michael Antino Jr.

Title:

Title: President