**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014 (the "Effective Date"), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (State…corporation/LLC) with a primary place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(CLIENT/CONSULTANT)** and **Stan Mattingly, a sole proprietorship doing business as DeedzFeed.com** (“**DeedzFeed**”) with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement is made to set forth the basis under which DeedzFeed and CLIENT/CONSULTANT shall furnish and/or disclose to each other certain technical and business information solely for use in connection with certain possible business arrangements between CLIENT/CONSULTANT and DeedzFeed.

DeedzFeed and CLIENT/CONSULTANT agree as follows:

1. The party furnishing the "Confidential Information" shall be the "Disclosing Party" and the party accepting the information shall be the "Receiving Party" for all purposes of this Agreement. As used in this Agreement, the term "Confidential Information" shall mean all business and technical information, in whatever form or medium, including without limitation, any trade secrets, processes, data, technical documentation, pricing information, product/service specifications, prototypes, computer programs, drawings, models, customer lists, marketing materials, or financial data, which is furnished or disclosed by one party to the other, including, without limitation, trade secrets.

2. Confidential Information shall only be used by the Receiving Party for the purpose of assessing possible business arrangements between the parties hereto and for no other purpose whatsoever. The Receiving Party agrees that the Confidential Information is and will remain the property of the Disclosing Party. Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party shall treat as confidential and shall not disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than employees and attorneys of the Receiving Party solely for the purposes of and in accordance with this Agreement; provided, however, that the Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees and attorneys who are under proper burden of confidentiality. In addition, the Receiving Party shall instruct its employees and attorneys who have access to the Confidential Information to keep the same confidential by using the same care and discretion that the Receiving Party uses with respect to its own confidential property and trade secrets. The Receiving Party agrees to segregate all tangible forms of Confidential Information from the confidential information of others. All copies, reproductions, disclosures, summaries and distributions of Confidential Information shall contain and state the same confidential or proprietary notices or legends, if any, that appear in the original. Upon the Disclosing Party's written request, Confidential Information and all copies, reproductions, disclosures, summaries and distributions thereof shall be returned by the Receiving Party to the Disclosing Party or the Receiving Party shall certify to the Disclosing Party that such documents have been destroyed. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information, except as may be provided in any definitive agreement referred to below. The Disclosing Party shall have no liability resulting from the use of the Confidential Information by the Receiving Party, except as may be provided in the definitive agreement referred to below. The obligations of confidentiality and non-use under this Section 2 shall continue for five (5) years after the disclosure of the particular Confidential Information; *provided, however*, that the Receiving Party shall treat as confidential and shall not use, disclose or otherwise make available any source code or trade secrets in perpetuity.

3. The confidentiality and non-use provisions of this Agreement shall not apply to the following: (i) information already known by the Receiving Party without an obligation of confidentiality and the source, if any, of such information was not, to the knowledge of the Receiving Party, bound by an obligation of confidentiality with respect to such information; (ii) information that is or becomes publicly known through no fault of the Receiving Party; (iii) information rightfully received by the Receiving Party from a third party who is under no obligation of confidence to the Disclosing Party, and (iv) information that is independently developed by the Receiving Party without the use of any Confidential Information. If the Receiving Party is required to disclose Confidential Information pursuant to an order of a governmental agency or court of competent jurisdiction it shall provide the Disclosing Party with prompt written notice of such request order and provide the Disclosing Party with an opportunity to attempt to preclude or limit such disclosure and the Receiving Party agrees that it will only disclose that portion of the Confidential Information which, in the opinion of counsel, it is compelled to disclose pursuant to such order.

4. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, and shall reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use. If the Receiving Party or any of its employees, attorneys, agents or consultants shall attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, the Disclosing Party shall have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

5. The terms of confidentiality and non-use under this Agreement shall not be construed to limit either party's right (a) to develop independently or acquire products or services of the same type as may be included within Confidential Information or (b) to enter into any business transaction with any other company which owns or has rights to any such similar products or services or (c) to compete with the other party hereto, in each case as long as such right is exercised without violating any obligations hereunder.

6. Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute an implied license in favor of either party to any proprietary rights of the other party, including, without limitation, any patents, copyrights, trademarks or trade secret information.

7. Neither party, without the prior written consent of the other party, shall disclose to any third person the existence of this Agreement, the terms and conditions of this Agreement, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law and then only after first notifying the other party of such required disclosure. Each party agrees not to use any trade name, service mark, or trademark of the other party or refer to the other party in any promotional activity or material without first obtaining the prior written consent of such party.

8. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Receiving Party, each party acknowledges that no obligation of any kind is assumed or implied against either party by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information are exchanged. Further, this Agreement and any meetings and communications of the parties relating to the subject matter of this Agreement shall not: (i) constitute an offer, request, or contract with the other to engage in any research, development or other work, and (ii) constitute an offer, request, or contract involving a buyer-seller relationship, venture, alliance, teaming or partnership relationship between the parties. Unless and until a definitive agreement between the parties with respect to a potential transaction has been executed and delivered, neither party shall be under any obligation, legal, financial or otherwise, of any kind with respect to any such potential transaction.

9. This Agreement shall not be changed, modified or amended except by a writing signed by both parties, and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other.

10. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and enforced in the Superior Courts of Hamilton County, Indiana.

12. Either party may terminate this Agreement at any time by providing written notice thereof to the other party. All obligations of confidentiality and non-use shall, per the terms of Section 2 hereof, survive any such termination.

13. The individuals executing this Agreement on behalf of CLIENT/CONSULTANT and DeedzFeed do each hereby represent and warrant that they respectively have been and are on the Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**DeedzFeed CLIENT/CONSULTANT**

By: By:

Name: Name:

Title: Title: