

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is made as of the later of the dates signed below (“Effective Date”) by and between Mollyguard Corporation, a California corporation having a place of business at 208 Utah Street, San Francisco, Ca 94103 (“Discloser”), and Julia Steen (the “Recipient”).

WHEREAS, this Agreement relates to disclosure of certain confidential and proprietary information by Discloser to Recipient for the purpose of furthering a potential relationship between the two parties; and whereas, both parties understand that Confidential Information received by Recipient is regarded by Discloser as valuable and shall only be used as set forth herein. NOW THEREFORE, the parties agree as follows:

1. Definition of Confidential Information. The term “Confidential Information” shall mean any and all information which is disclosed by Discloser to Recipient, whether verbally, electronically, visually, or in a written or other tangible form that is not generally disclosed to the public by Discloser, including but not limited to, trade secrets, computer programs, software, software manuals and documentation, technology, systems, source code, databases, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination and arrangement of the contents thereof, formulas, data, inventions, methodologies, algorithms, techniques, processes, research activities and plans, marketing and sale plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, third party confidential information, customer lists and financial information.

2. Duties Regarding Non-Disclosure. Recipient warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Recipient shall use Confidential Information in a legal and proper manner consistent with the terms of this Agreement and only in furtherance of the relationship between the parties. Recipient’s internal disclosure of Confidential Information shall be only to those employees, contractors or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Recipient shall promptly notify Discloser of any unauthorized disclosure of use of Confidential Information by any person and/or entity.

3. Limitations on Duties of Non-Disclosure. This Agreement imposes no obligation upon Recipient with respect to Confidential Information which Recipient can establish by legally sufficient evidence that such information: (a) was, prior to receipt from Discloser, in the possession of, or was rightfully known by Recipient, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of an obligation of confidentiality owed to Discloser or a third party; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without the use of or reference to Discloser’s Confidential Information. Recipient may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that Recipient shall have given Discloser reasonable notice and opportunity to object prior to such disclosure. Recipient will seek confidential treatment of such information disclosed, and shall comply with any applicable protective order or equivalent.

4. Ownership Interest in Confidential Information. Confidential Information is provided “as-is” and Discloser makes no representation or warranty of any kind express or implied, with respect to the suitability, accuracy or non-infringement of third party rights. Discloser shall at all times retain sole and exclusive title to, ownership of, all right in and control over the use of all its Confidential Information. Both parties agree that nothing in this Agreement is intended to grant any rights or license under any intellectual property rights of Discloser, nor shall this Agreement grant Recipient any rights in or to Discloser’s Confidential Information, except the limited right to use such information in accordance with this Agreement.

5. Miscellaneous. This agreement is the entire agreement between the parties and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement shall be governed by the laws of the State of California, excluding choice of law principles. The Recipient will comply strictly with all applicable law and regulations applicable to Discloser’s Confidential Information. Recipient acknowledges that monetary damages may not be sufficient remedy for unauthorized use or disclosure of Confidential Information, or for breach of this Agreement, and Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

IN WITNESS WHEREOF, and intending to be legally bound hereby, and further intending to bind its employees, contractors and agents, the parties have executed this Agreement as of the Effective Date.

ACCEPTED BY:
MOLLYGUARD CORPORATION

ACCEPTED BY:
JULIA STEEN

30 Nov 2005
Date

30 Nov 2005
Date

/s/ Kevin Hartz
Signature

/s/ Julia Steen
Signature

Kevin Hartz, CEO
Printed Name and Title

Julia Steen
Printed Name

Address:
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Suite 404
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