

Mutual Non-Disclosure and Non-Competition Agreement

This Agreement ("Agreement"), effective this ____ day of _____, 20____, is entered into by and between LocalMobil, ("LocalMobil") at this time located at: P. O. Box 18432, Cleveland, OH, 44118, www.LocalMobil.com, and

_____,
("_____"), for purposes of this Agreement, each shall individually be referred to as "Party" and collectively as "Parties."

WHEREAS the Parties wish to discuss a business opportunity between them (the "Agreement"); and

WHEREAS each Party possesses or controls valuable Confidential Information such as:

LocalMobil, www.LocalMobil.com, which has developed relationships, products and services and marketing strategies relative to and defined as any application of any marketing or online e-commerce process, procedure and/or product or service where a financial transaction involving sales or revenue that "_____" receives as a result of LocalMobil sharing above per Attachment "A" received either with this agreement or within seven (7) days from LocalMobil, in writing. Such users are commercial and may be non-profits, employers, stores, restaurants, public venues or other organization that receives such revenues;

"_____", which has relationships with customers, other consultants, purchasers, clients, donors, local organizations and other organizations, associations and affiliates which "_____" is seeking to better leverage to improve their business model in anyway.

WHEREAS each Party desires to obtain Confidential Information for the purposes of such Agreement.

NOW, THEREFORE, in consideration of the terms set forth herein, the Parties hereby agree as follows:

1. The term "Confidential Information" as used in this Agreement shall mean any and all information, data, other material furnished by either Party or its affiliates, directors, officers, employees, agents, representatives or controlling persons (hereinafter referred to as "Representatives") to the other Party or its Representatives, but shall not include such information, data, or other material which:
 - (a) is or becomes generally available to the public other than as a result of disclosure by the receiving Party or Representative:
 - (b) was available to the receiving Party on a non-confidential basis prior to the disclosure by the disclosing Party:
 - (c) becomes available to the receiving Party on a non-confidential basis from a Person other than the disclosing Party, who is not otherwise bound by a confidentiality agreement with the disclosing Party, or its Representatives or is not otherwise prohibited from transmitting the information to the receiving Party; or

- (d) is independently developed by the receiving Party without the use of Confidential Information.
2. The term "Person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
 3. Unless otherwise agreed to in writing, and except as required by law, neither the Parties nor their Representatives shall:
 - (a) disclose or reveal any Confidential Information to any Persons other than Representatives of the receiving Party who need to know the Confidential Information for the purpose of evaluating the information in connection with the Agreement;
 - (b) disclose to any Person, other than those actively and directly participating in the Agreement, any information about the Agreement, or the terms, conditions, or other facts relating thereto or the status thereof, or the fact that the Confidential Information has been made available:
 4. In the event that a Party is requested to, or required by law or regulation or legal process to, disclose any Confidential Information, it will provide the other Party with prompt notice of such request(s) to enable the other Party to seek an appropriate protective order.
 5. If a Party determines that it does not wish to or cannot proceed with the Agreement within ninety (90) days of execution, it will promptly notify the other Party of that decision. In that case, upon request by the other Party, each Party will destroy or will deliver back to the requesting Party within thirty (30) days of such notification all of the Confidential Information received from the requesting Party, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon in either Party's possession or their Representatives' possession.
 6. The Parties agree that only information that is clearly relevant to consideration of the Agreement shall be provided or exchanged. Access to the information shall be limited to Representatives who are directly involved in evaluating the proposal. The information obtained shall be used only in consideration of the merits of the proposal and shall not be disseminated for use in either Party's general business operation and shall not be used in any event for the expansion of either party in any way in a competitive or conflicting way with the other Party, in any manor defined herein unless agreed to in writing by the parties hereto.
 7. Although the Confidential Information contains information that each Party believes to be relevant for the purpose of evaluating the Agreement, neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information.
 8. Without prejudice to the rights and remedies otherwise available to either Party, each Party shall be entitled to equitable relief by way of injunction of the other Party or its Representatives' breach or threaten to breach any of the provisions of this Agreement. Equitable relief, as per "LocalMobil's" interest shall match any price quoted on Attachments, in advance, and shall be the full amount of relief payable and due immediately and forthwith to "LocalMobil" by "_____".
 9. It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise

of any right, power or privilege hereunder.

10. Whether or not any additional Agreement contemplated herein is consummated, each Party will bear its own expenses in connection with this Agreement.

11. Any controversy, claim or cause of action arising from or relating to any part of this Agreement, the interpretation thereof, or the breach thereof, which is not settled by the Parties themselves shall be settled by arbitration as follows: Each party to the dispute, upon the demand of the other, shall select one arbiter within ten (10) days after such demand. The two arbiters so chosen shall select a third. The three (3) arbiters shall have complete authority over the conduct and manner of their proceedings.

In the event the arbiters are unable to reach a decision within thirty (30) days after the selection of the first two (2) arbiters, or if either party fails to select an arbiter within ten (10) days after such demand, the matter shall be submitted to the American Arbitration Association pursuant to its Commercial Arbitration Rules with hearings to take place in Geauga County, Ohio.

Any arbitration award pursuant to this paragraph shall be final and shall be binding upon all parties to this Agreement. The parties further agree that judgment upon the award so rendered may be entered in any court having jurisdiction thereof, and hereby consent to such entry of judgment, and waive all service of process. Such award shall include an assessment of attorney's fees to be awarded to the prevailing party in said arbitration.

All fees due to Arbiters for any violation will be borne by the violating party.

12. This Agreement supersedes and replaces any and all prior Confidentiality Agreements executed by the Parties.

WHEREFORE, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers, effective as of the date set forth above. The undersigned accept and agree to the terms and conditions set forth herein.

LocalMobil.com

“ _____ ”

By

By

Printed Name

Printed Name

Title

Title

Date

Date