MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into and effective as of the _____ day of _____, 2011, between App Masters, LLC, a Delaware Limited Liability company with offices at 12223 Highland Avenue, Suite 106-449, Rancho Cucamonga, CA 91739, USA, and at various other locations, on behalf of itself and its Affiliates, (collectively "App Masters"), and_____, organized and existing under the laws of the State_____ with its principal place of business at _____ ("Counterparty"). App Masters and Counterparty are referred to herein, individually, as a "Party" and collectively as the "Parties". As this Agreement contemplates the mutual disclosure of information, each Party, in its capacity as the discloser of information to the other Party, will be referred to herein as the "disclosing Party" and each Party, in its capacity as the recipient of information from the other Party, will be referred to herein as the "receiving Party".

WHEREAS, both Parties anticipate having discussions regarding a possible business arrangement between them; and

WHEREAS, each Party may wish to disclose certain Confidential Information to the other Party, in accordance with the terms herein;

NOW THEREFORE, in consideration of the disclosure of Confidential Information (as defined herein), both Parties covenant and agree as follows:

1. As used herein, "Confidential Information" means all information disclosed or furnished by the disclosing Party to the receiving Party, or otherwise obtained by the receiving Party from the disclosing Party other than information as exempted from this Agreement in numbered paragraph 4 below including, by way of example, and not limitation, any business, technical, marketing, financial or other information, whether in electronic, oral, written or other form or medium, including memoranda, summaries, notes, analyses, compilations, studies, drawings, or other documents containing or reflecting Confidential Information of the disclosing Party – despite whether prepared by the receiving Party or the disclosing Party and whether or not marked or identified as "confidential", "proprietary" or the like.

2. Confidential Information shall at all times remain the property of the disclosing Party. The receiving Party warrants that it will at all times apply strict safeguards against the unauthorized disclosure of Confidential Information received from the disclosing Party.

3. Each of the Parties, in its capacity as receiving Party, agrees that, for a period of three (3) years from the date of receipt of Confidential Information from the disclosing Party, (i) it will use such Confidential Information solely for the purpose of evaluating its interest in the possible business arrangement described above or performing a future agreement between the Parties; (ii) it will not use such Confidential Information disclosed hereunder for any other purpose; and (iii) it will not distribute, disclose or disseminate Confidential Information to anyone except its employees having a "need to know" who are involved in the consideration or performance of the possible business arrangements described herein and who have been informed of and have agreed to abide by the terms of this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of Counterparty to its Affiliates, provided that such Affiliates have agreed to keep such information confidential in accordance with the terms of this Agreement (or in accordance with confidentiality terms at least as restrictive as those contained in this Agreement). An "Affiliate" of the receiving Party means an entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the receiving Party; and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting stock, ownership interest or securities, by contract or otherwise.

4. Information will not be Confidential Information if it:

a. is in or enters the public domain, other than by breach of this Agreement by the receiving Party; or

b. is or has been disclosed by the disclosing Party to a third party without restriction; or

c. is already lawfully in the possession of the receiving Party, without restriction, prior to receipt from the disclosing Party; or

d. is lawfully disclosed by a third party to the receiving Party without any obligation of confidentiality; or

e. is developed by the receiving Party independently without the use or reference to the Confidential Information of the disclosing Party.

5. If the receiving Party is requested or required by law or by legal, judicial or administrative order or process to disclose any Confidential Information of the

disclosing Party, the receiving Party will promptly notify the disclosing Party of such request or requirement so that the disclosing Party may seek an appropriate protective order or other relief and the receiving Party will cooperate with the disclosing Party in this regard. If a protective order or other legal safeguard is not obtained by the disclosing Party within 30 days following the disclosing Party's receipt of such notice, or if the receiving Party 's legal counsel advises in writing that the receiving Party is required to disclose the Confidential Information prior to the expiration of such 30-day period, the receiving Party may disclose Confidential Information in accordance with such request or requirement, provided that the receiving Party (a) may disclose only that portion of the Confidential Information that the receiving Party's legal counsel advises in writing is required to be disclosed, (b) must use its reasonable efforts to ensure that the Confidential Information so disclosed is treated confidentially and (c) must notify the disclosing Party as soon as reasonably practicable of the specific Confidential Information so disclosed and provide to the disclosing Party duplicate copies of all such Confidential Information disclosed.

6. This Agreement will continue from the date first written above until it expires – unless earlier terminated. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. The non-disclosure obligations set forth in numbered paragraphs 2 and 3 above will survive the expiration or termination of this Agreement.

7. Neither this Agreement nor the disclosure or receipt of Confidential Information constitutes or implies a commitment by either Party to the other Party with respect to present nor future cooperative product development or any other subject matter not expressly set forth herein. This Agreement does not require either Party to disclose any Confidential Information to the other Party or to accept any Confidential Information from the other Party. This Agreement does not create any agency, partnership or joint venture relation between the Parties.

8. No license or right is granted by the disclosing Party to the receiving Party under any patent, patent application, trademark, copyright, or other proprietary right other than to review and consider Confidential Information for the express purpose of this Agreement. The disclosing Party warrants that it has the right to disclose Confidential Information to the receiving Party, but otherwise the disclosing Party makes no warranties with respect to any Confidential Information disclosed, whether as to accuracy or otherwise. The disclosing Party accepts no responsibility for any expenses, losses, or action incurred or undertaken by the receiving Party as a result of its receipt or use of Confidential Information of the disclosing Party, except as may result from a breach of the foregoing warranty regarding the disclosing Party's right to disclose Confidential Information. Receiving Party shall not export any Confidential Information of the disclosing Party.

9. As a further inducement for App Masters to enter into this Agreement with Counterparty, Counterparty expressly represents and covenants to App Masters as follows: (1) any third party manufacturer, vendor, distributor, or otherwise which App Masters discloses to Counterparty relating to the business arrangement ("Purpose") to be discussed between the parties ("Third Party") shall be deemed Confidential Information; (2) in the event App Masters and Counterparty fail, for any reason, to enter into a binding agreement with respect to the Purpose, or such agreement is entered into, but expires or otherwise terminates, Counterparty shall not enter into any agreement, whether directly or indirectly, with any Third Party in connection with the Purpose which would circumvent, or otherwise exclude, App Masters, without the prior written consent of App Masters; and (3) App Masters shall be entitled to all of its legal and equitable remedies in the event of a breach or alleged breach of the foregoing by Counterparty.

10. This Agreement constitutes the complete and full understanding of the Parties and fully supersedes any and all prior oral or written agreements or undertakings between the parties concerning the subject matter hereof. Any amendment to this Agreement must be in a subsequently dated writing specifically referencing this Agreement and signed by an authorized representative of each Party. No failure or delay in exercising any right under this Agreement will operate as a waiver thereof.

11. Promptly following a request from the disclosing Party, all Confidential Information in the possession of the receiving Party shall be returned to the disclosing Party.

12. Neither Party will disclose the subject matter of this Agreement, any terms of this Agreement or the content or substance of any discussions between the Parties concerning this Agreement without the prior written consent of the other Party.

13. Each Party acknowledges and agrees that in the event of any breach of this Agreement, including the actual or threatened unauthorized disclosure of Confidential Information of the other Party, irreparable injury will occur such that no remedy at law will afford adequate protection against, or appropriate compensation for, such injury and such other party will be entitled to specific performance or injunctive relief as may be granted by a court of competent jurisdiction without the need to post a bond or other form of security.

14. If any provision of this Agreement is declared void, or unenforceable by a court of competent jurisdiction, any such provision(s) will be severed from this Agreement and the remaining terms of this Agreement will remain in full force and effect.

15. This Agreement is governed by and will be construed in accordance with the substantive and procedural laws of the State of California, U.S.A. without regard to or application of any conflicts of law principles. Any suits, actions and proceedings

to enforce this Agreement will be brought and resolved in and by the courts of San Bernardino County, California, U.S.A. To the extent permitted by law, each Party hereby irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of such courts, (ii) waives any immunity to service of process in respect of any such suit, action or proceeding to which it might otherwise be entitled and (iii) waives any and all objections, claims and defenses that such venue and forum is/are improper or inconvenient.

16. This Agreement is entered into in the English language. Any action to interpret or enforce this Agreement shall be governed by English text.

17. Counterparts, Electronic and Facsimile Delivery. This Agreement may be signed in two or more identical counterpart originals - all of which, when taken together, constitute the Agreement after a duly authorized representative of each Party has signed a counterpart. The Parties may deliver to each other this Agreement via electronic or facsimile transmission and return to each other their signed counterpart via electronic or facsimile transmission. When a counterpart is delivered and signed in this manner, the Agreement has the same force, effect and evidentiary value as if a Party delivered it by hand or via U.S. Mail or courier and as if it bore that Party's original signature.

APP MASTERS, LLC	COUNTERPARTY
Signed: _____	Signed: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____