RDG NONDISCLOSURE AND TRADE SECRET AGREEMENT

Effective as of the signature date below, to protect confidential and proprietary information and interests of Real Data Guru LLC (“RDG”) having a place of business at 555 Bryant Street # 711 Palo Alto, CA 94301 and to enable Beta Tester (having a mailing address of ………………………………….…………..) to assist RDG in testing certain RDG prototype smartphone applications, Beta Tester and RDG agree:

1. Confidential Information shall include all information owned or developed by or on behalf of RDG and/or as a result of Beta Testers' work hereunder done at the behest of Timothy Knight, one if its founders. Without limiting the foregoing:

(a) All information, inventions, ideas, works, trade secrets and other matter capable of economic value (including intellectual property), based upon and/or derived in whole or in part from Confidential Information shall also be Confidential Information under this Agreement, and

(b) All information used and/or developed during the term of Beta Tester’s relationship with RDG shall be presumed to be Confidential Information, and Beta Tester will have the obligation to prove any other claim concerning such information with tangible evidence.

2.For a period of five (5) years, and notwithstanding any termination, expiration or cancellation of this Agreement:

(a) Beta Tester will hold in strict confidence and not disclose to any person or entity (other than RDG) any Confidential Information except as expressly agreed upon in writing, and

(b) Beta Tester will not use or incorporate any Confidential Information for any purpose whatsoever except solely for the benefit of the business, products and/or technology of RDG.

3. Beta Tester will maintain reasonable procedures to prevent accidental or other loss of any Confidential Information, and will use at least the same degree of care for such information as to protect its own proprietary information. Without limiting the foregoing, Beta Tester shall safeguard any and all code, data and executable files (“Software”) on any device that such materials are installed, as well as protect any document and things that embody Confidential Information in locked files or areas reasonably restricting access and preventing unauthorized use and/or disclosure, and, to the extent Beta Tester works with Confidential Information at RDG facilities, Beta Tester shall not copy or remove any such material from such facilities except as authorized in writing by an officer of RDG. Beta Tester shall notify RDG of the device ID on which the Software is installed, and shall not communicate or transfer any of the Software to any other device or person without the authorization of RDG. In the event of any loss, disclosure or use of Confidential Information in violation of this Agreement, Beta Tester shall immediately notify RDG and take all measures to correct the situation.

4. The obligations of paragraph 2 & 3 shall not apply to information which Beta Tester shows is:

(a) already in the possession of Beta Tester at or before the time of disclosure hereunder as reasonably shown by tangible evidence existing at the time of disclosure; or

(b) now or hereafter publicly known through no wrongful act of the Beta Tester (provided that Confidential Information becoming publicly known shall not excuse a prior breach); or

(c) lawfully received from a third party without obligation of confidence; or

(d) developed by Beta Tester independently of any Confidential Information and/or facilities or resources of RDG; or by persons not having access to the Confidential Information; or

(e) approved for release by written authorization of RDG; or

(f) disclosed pursuant to the requirement or demand of a lawful governmental or judicial authority, but only to the extent required by operation of law, regulation of court order.

5. At no time will Beta Tester disclose to RDG any confidential or protectable information belonging to and/or owned by third parties. Beta Tester will not use, refer to, incorporate and/or rely upon any such third party information in work performed for or on behalf of RDG. Beta Tester will not breach any obligations to others while or in connection with working for or on behalf of RDG.

6. Upon termination, cancellation or expiration of this Agreement, or upon written request of RDG, Beta Tester shall promptly return to RDG all Software, documents and other tangible things reflecting Confidential Information, together with all copies, extract, summaries and (except as provided by written agreement) other material derived therefrom.

7. Nothing in this Agreement (expressly or impliedly) grants to Beta Tester any patent, copyright, trademark, mask work, trade secret or other property right, by license or otherwise. The parties do not intend that any agency, joint venture or partnership relationship be created between them by this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of California and Beta Tester consents to jurisdiction of the courts in such state in the county of Santa Clara to enforce this Agreement and to adjudicate any disputes arising from it.

9. There are no understandings, agreements, or representations, expressed or implied, regarding Confidential Information or protectable intellectual property except as stated above. None of the provisions of this Agreement shall be deemed to be waived by any act or acquiescence on the part of RDG, its agents, or employees, but only by an instrument in writing signed by an authorized officer of RDG.

10. Beta Tester is not entitled to and shall not seek compensation for testing the RDG prototype.

11. This Agreement may not be amended, modified or altered except by a writing signed by both parties hereto. The obligations and duties of Beta Tester under paragraphs 1 through 9 above shall continue notwithstanding any termination, expiration and/or cancellation of this Agreement.

12. Subject to the limitations set forth in this Agreement, this Agreement shall be binding on the parties, their successors and assigns.

RDG BETA TESTER

By: By:

Printed Name: Timothy Knight Printed Name:

Date: Date: