

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between BookingCenter LLC and the Company going by the name ' _____, known as the "Receiving Party".

WHEREAS, BookingCenter LLC owns and possesses certain valuable proprietary and confidential information relating to the way the BookingCenter Central Reservation System and the Receiving Party's website will work in tandem.

WHEREAS, this Agreement is made for the sole purpose (the "Purpose") of permitting BookingCenter.com and "Receiving Party" to exchange technical information between the BookingCenter Customer's website and the hosted service that BookingCenter maintains in its Central Reservation System, and described in the 'BookingCenter Booking Engine API'.

NOW THEREFORE, BookingCenter LLC and "Receiving Party" hereby agree to share the 'BookingCenter Booking Engine API' to develop a communication between their systems and agree as follows:

1. Confidential Information. "Confidential Information" shall mean any and all information disclosed by one party hereto ("Disclosing Party") to the other party ("Receiving Party") pursuant to this Agreement which is described as (or provided under circumstances indicating it is) confidential or proprietary. Regardless of whether specifically identified as confidential or proprietary, "Confidential Information" shall include any information provided by Disclosing Party concerning the business, technology and information of Disclosing Party and any third party with which Disclosing Party deals, including, without limitation, business plans, technical data, product ideas, contracts, financial information, inventions, sales leads, strategic alliances, partners and client lists.

"Confidential Information" shall not include any information that: (i) becomes publicly known through no wrongful act of Receiving Party or (ii) is required by law, regulation or order of any court or other government or regulatory agency to be disclosed, provided that Receiving Party shall notify Disclosing Party of such requirement so that Disclosing Party may seek an appropriate protective order.

2. Ownership of Confidential Information; Confidentiality Obligation. All Confidential Information shall remain the property of Disclosing Party. Without the prior written consent of Disclosing Party, Receiving Party shall not disclose, nor shall it permit any others to disclose, to any third party or otherwise use, or permit any others to use, any Confidential Information other than for the Purpose. The parties agree that any Confidential Information disclosed prior to the Effective Date shall be protected by the terms of this Agreement. The Receiving Party shall use no less than reasonable care in protecting the Confidential Information.

3. Permitted Recipients. Receiving Party shall limit disclosure of the Confidential Information to its employees, advisors, consultants and representatives who require access to and have a bona fide need for such information to enable Receiving Party to carry out the purpose of this Agreement and who have been instructed to observe and have agreed to observe the terms of this Agreement.

4. Non-Solicitation and Non-Circumvention. Each party agrees that, for a period of one year from the date of this Agreement, it will not, directly or indirectly, solicit for employment or hire, in any capacity, any employee of the other party or any of its affiliates; provided however, that the foregoing provision will not prevent either party from employing any such person who contacts such party on his or her own initiative without any direct or indirect solicitation or encouragement from such party.

Each party agrees that, for a period of one year from the date of this Agreement, it will not, directly or indirectly, solicit any clients or client prospects that have been introduced to the other party or any of its affiliates; and in addition will not circumvent the other party in any business dealings originated or initiated by the other party with respect to a client, prospective client or business contact.

Both parties agree not to take or allow to be taken any action during the term of this Agreement that has the effect of circumventing the terms of this Agreement, it being the intent of the parties that each abide by both the letter and the spirit of the terms of this Agreement.

5. No Licenses; No Warranties. Nothing in this Agreement shall be construed as (a) conferring an express or implied license to Receiving Party, whether under any patent, copyright, trademark, license right or trade secret owned or obtained by Disclosing Party, except as specified in this Agreement or (b) obligating a party to enter into any other agreement of any kind. All information disclosed by "Receiving Party" hereunder shall be on an "AS IS" basis with no warranties, express or implied.

6. Rights Upon Breach. The parties agree that in the event of any breach by Receiving Party of any of the covenants set forth in this Agreement, Disclosing Party shall have the right, in addition to other remedies provided by applicable law, to apply to a court of competent jurisdiction for the entry of an immediate order to restrain or enjoin said breach and to specifically enforce the provisions of this Agreement.

7. Termination. Either party may terminate this Agreement upon written notice to the other party. Termination shall not affect confidentiality obligations with respect to any Confidential Information which was obtained prior to the effective date of termination.

8. Obligations Upon Termination. Following termination of this Agreement, within ten (10) days of a written request by Disclosing Party, Receiving Party shall return to Disclosing Party all Confidential Information (and all copies thereof), whether supplied by Disclosing Party or created by Receiving Party, and delete or erase from computer or other electronic archival systems any Confidential Information (and all copies thereof) in the possession, custody or control of Receiving Party or any person acquiring Confidential Information through Receiving Party. At the request of Disclosing Party, Receiving Party shall certify in writing that Receiving Party has complied with this paragraph 8.

9. Governing Law; Severability. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. If any provision of this Agreement is held to be illegal, against public policy or otherwise unenforceable, the validity of the remaining portions or provisions hereof shall not be affected.

10. Entire Agreement; Amendment. This Agreement contains the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous communications, agreements or understandings with respect to the subject matter hereof. No amendment, modification or waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

11. Assignment. No party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that BookingCenter LLC may assign its rights and interests hereunder to a successor in interest to all or substantially all of its business. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed by its authorized representative, effective as of the date first above written.

BOOKINGCENTER, LLC

Receiving Party: _____

By: 
Name: Jeff Tweddale
Title: President, BookingCenter

By:
Name:
Title: