

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement"), dated as of _____, 201_, is by and between Hotwire Development, LLC. An Arizona company and

_____.

WITNESSETH:

WHEREAS, the parties hereto are exploring opportunities concerning a business relationship (the "Project"); and

WHEREAS, the parties anticipate that during such business relationship (including the exploration phase), The "Disclosing Party" will share with the "Receiving Party" commercial and technical information of a confidential or proprietary nature;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. All Information furnished by or on behalf of the Disclosing Party to the Receiving Party or which the Receiving Party may gain knowledge of or access to as a result of the Project, whether before or after the execution of this Agreement, shall be deemed confidential. As used herein, "Information" includes (whether or not reduced to writing) all confidential and proprietary information of Disclosing Party or its business (including, without limitation, the following types of information or other information of a similar nature: all computer software or hardware, drawings, specifications, techniques, ideas, discoveries, models, object code, source code, product information, marketing and promotion information with respect to products, customer lists, customer requirements, sales procedures, pricing policies, business policies and practices, designs, trade secrets, patent applications, copyrightable material and other technology and know-how), except information which (i) is or becomes generally available to the public other than as a result of disclosure which is in violation of this Agreement, (ii) was known by the Receiving Party on a non-confidential basis prior to its disclosure thereof, as evidenced by the Receiving Party's records, (iii) was fully disclosed in a patent issued anywhere in the world, or (iv) is acquired by the Receiving Party from a third party who has no confidential commitment, directly or indirectly, with Disclosing Party with respect to the same. As used herein, "Materials" shall mean all tangible materials containing Information, including, without limitation, written or printed documents and computer disks or tapes.

2. The Receiving Party agrees that it will keep all Information confidential and, except as permitted by paragraph 7 below or with the express prior written consent of the Disclosing Party, will not (i) disclose or permit the disclosure of any of such Information to any person or entity (including, without limitation, any of its employees, agents, representatives or affiliates), (ii) use or permit the use of the Information in any way detrimental to the Disclosing Party, or (iii) use or permit the use of the Information for any purpose other than in connection with the Project.

3. All Information and Materials are and shall remain the property of the Disclosing Party and title shall at all times remain with the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to or under the Disclosing Party's patents, copyrights, trademarks or trade secret information.

4. The Receiving Party agrees that it will deliver to the Disclosing Party, promptly upon the written request of the Disclosing Party, all written or tangible Information furnished by or on behalf of the Disclosing Party to the Receiving Party in connection with the Project, including all Material and all copies or extracts of such Information and all notes based upon Information. The Receiving Party agrees to segregate all Materials from the confidential materials of others in order to prevent commingling. The Receiving Party agrees not to reverse engineer, decompile or disassemble any software disclosed to the Receiving Party. The Disclosing Party may visit the Receiving Party's premises, with reasonable prior notice and during normal business hours, to review the Receiving Party's compliance with the terms of this Agreement.

5. The Disclosing Party shall not be deemed to make or have made any representation or warranty as to the accuracy or completeness of any Information, and neither the Disclosing Party nor any of its officers, directors, employees, representatives or agents shall have any liability to the Receiving Party resulting from the use of the Information by the Receiving Party.

6. Each party agrees that no announcement, press release or other public information shall be made or released regarding the subject of this letter or the Project provided, however, that if either party is advised by counsel that, in its opinion, disclosure of the status of the Project is required under applicable laws or regulations, such disclosure may be made upon written notice to the other party.

7. The Receiving Party is permitted to disclose the Information to such of its employees, attorneys and advisors (the "Authorized Representatives") who need to know such Information for the sole purpose of such Party's participation in the Project. The Receiving Party agrees to inform those of its Authorized Representatives to whom it wishes to disclose any of the Information of the existence of these confidentiality provisions and will cause each of such persons to agree to be bound by the terms of this letter. The Receiving Party shall be responsible for the breach of this Agreement by its Authorized Representatives.

8. The Receiving Party represents and warrants that all action necessary to the enforceability of this letter has been taken by the Receiving Party, and that the Receiving Party is fully authorized and empowered to execute this letter. The Receiving Party acknowledges that the Disclosing Party is relying upon the Receiving Party's agreements contained herein in making the Information available to the Receiving Party, and the Disclosing Party will suffer substantial damage if any of such Information is disclosed other than as permitted by the terms hereof.

9. The Receiving Party agrees that money damages would not be a sufficient remedy for any breach of the provisions of this letter by the Receiving Party or its Authorized Representatives, and that the Disclosing Party shall be entitled to specific performance as a remedy for any breach hereof, in addition to all other remedies available at law or in equity.

10. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement and the remaining portions of the Agreement shall remain in full force and effect.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party or its agents or employees, but only by an instrument signed by an authorized officer of a party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses. This letter shall be governed by, and construed in accordance with, the laws of the State of Arizona.

EXECUTED as of the date first set forth above

Hotwire Development, LLC.

By: _____

Title: _____

_____:

By: _____

Printed name: _____

Title: _____