

## NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT dated as of \_\_\_\_\_, 2013, is made by and between \_\_\_\_\_, Inc. (“Customer”), a \_\_\_\_\_ corporation, and My Office Backbone (“MYOFFBB”), an Oklahoma Limited Liability corporation. The parties hereto agree as follows:

1. In connection with discussions between MYOFFBB and Customer regarding potential business opportunities with each other (the “Discussions”), each party (“Disclosing Party”) may find it necessary to disclose to the other party (“Receiving Party”) certain information relating to the business of the Disclosing Party (the “Business”). In particular, each party acknowledges that the nature of the Discussions and the identity of any other persons or entities involved with the Discussions is confidential until the parties mutually agree otherwise. The information exchanged pursuant to this Agreement concerns all aspects of the Discussions and the Business. Such information, whether oral or written, in whatever form provided (“Evaluation Material”), shall remain the property of the Disclosing Party.

2. The Evaluation Material is exchanged and shall be used for the sole purpose of exploring business opportunities or other transactions between MYOFFBB and Customer.

3. Following the receipt of any item of Evaluation Material, Customer and MYOFFBB shall each:

(a) Keep confidential and restrict disclosure of the Disclosing Party’s Evaluation Material solely to those of Receiving Party’s directors, officers, employees, suppliers, outside counsel, outside accountants and outside consultants and/or professional advisers (collectively the “Representatives”) with a need to know and not disclose to third parties;

(b) Advise Representatives who receive Disclosing Party’s Evaluation Material of the existence and terms of this Agreement and of the obligations of confidentiality herein and obtain the written agreement of each outside Representative with whom such Receiving Party discusses the Discussions that such outside Representative will keep the Evaluation Material confidential to the same extent as provided in this Agreement and that such outside Representative will not, directly or indirectly, exploit for its own commercial gain in competition with any party any information contained in the Evaluation Materials.

(c) Use, and require Representatives to use, at least the same degree of care to protect the Disclosing Party’s Evaluation Material as is used with such Representative’s own proprietary information; in no event shall the degree of care be less than holding the Evaluation Material in confidence.

(d) Use the Evaluation Material only for the purpose as stated in paragraph 2 above;

(e) Secure the prior written approval from the Disclosing Party before disclosing any of the Disclosing Party’s Evaluation Material to any third person or party of any kind that is not directly involved in the Discussions, except those outside counsel, outside accountants and outside consultants and/or professional advisers covered under Paragraph 3(a) above; and

(f) Notify the Disclosing Party immediately in the event of the loss or unauthorized disclosure of any item of the Disclosing Party’s Evaluation Material.

4. Notwithstanding anything to the contrary herein, Customer and MYOFFBB shall have no obligation to preserve the confidentiality of any Evaluation Material which:

(a) Was previously known to the Receiving Party free of any obligation to keep it confidential; in which case this fact shall be made known to the Disclosing Party as soon as reasonably possible; or

(b) Is or becomes publicly available, by other than unauthorized disclosure; or

(c) Is disclosed to third parties by the Disclosing Party without restriction; or

(d) Is received from a third party who is rightfully in possession of such Evaluation Material and has the authority to disclose it.

5. Upon request made by a Disclosing Party, Receiving Party shall return all Evaluation Material received from the Disclosing Party in written and/or tangible form, including copies, reproductions or otherwise containing Evaluation Material.

6. Nothing contained in this agreement shall be construed as granting or conferring any rights by license or otherwise in any Evaluation Material disclosed pursuant hereto.

7. Each Receiving Party hereby agrees that such Receiving Party will not, directly or indirectly, exploit for its own commercial gain in competition with the Disclosing Party any information contained in the Evaluation Materials disclosed by a Disclosing Party. Each party acknowledges, however, that each party actively evaluates potential business opportunities with other entities. Nothing in this Agreement shall prevent each party from entering into discussions similar to those engaged in between the parties, so long as each party only utilizes concepts either originated or obtained by the other party prior to this Agreement or concepts brought to either party by a third party not subject to this Agreement subsequent to this Agreement without either party in any way otherwise breaching this Agreement.

8. MYOFFBB and Customer each recognize and agree that the unauthorized use or disclosure of the other party's Evaluation Material could cause irreparable harm to the other party for which there is no adequate remedy at law, and that an actual or contemplated breach of this Agreement shall entitle the other party to both temporary and permanent injunctive relief in addition to and cumulative of any other available legal or equitable remedies. In such event each of them agrees that the actual money damages of the other party would be difficult or impossible to determine, and that the remedy at law of the other party would be inadequate.

9. Neither Customer nor MYOFFBB nor any of their affiliates makes any representation as to the accuracy or completeness of the Evaluation Material. Neither party, nor any of their respective affiliates, employees or advisers shall bear any liability to the other party or its representatives or affiliates resulting from use of the Evaluation Material.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement cannot be altered except with the written consent of both parties.

11. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Oklahoma, without regard to the application of conflict of laws principles. Any lawsuit arising from this Agreement shall be filed and prosecuted in the state court (or the federal court if the requirements of federal jurisdiction are met), as the case may be, sitting in Tulsa County, Oklahoma, and each of the Parties hereby voluntarily submits itself to the jurisdiction of such court for such purpose and hereby voluntarily waives any defense or objection to the exercise of such jurisdiction by any such court.

12. MYOFFBB and Customer agree that this Agreement binds the parties from the date hereof and shall continue for three (3) years or until terminated in writing signed by both parties. The obligation to protect the confidentiality of any items of Evaluation Material received prior to such termination shall survive the termination of the Agreement.

\_\_\_\_\_  
"Customer"

My Office Backbone LLC  
"MYOFFBB"

\_\_\_\_\_  
By:  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: Roger B Collins  
Title: CEO