

MUTUAL NON-DISCLOSURE AGREEMENT

Between Digital Smiles Inc. (the "Company")

AND - (the "Contractor")

Date:

Phone:

This Letter sets out the term and conditions on which Company and Contractor agrees to discuss with each other certain business opportunities, and the basis on which they are prepared to disclose to each other certain confidential information towards that end.

For purposes of this Letter, "Information" shall mean the Contractor Portfolio and all information such as, but not limited to, trade secrets, know-how, inventions, techniques, processes, computer programs, data, schematics, customer lists, financial information, sales and marketing plans, data processors, manufacturers, suppliers, as well as information and data regarding Company or Contractor business operations and strategies which at any time may be disclosed directly or indirectly to the other party in any way.

With respect to all Information disclosed, Company and Contractor agrees with the other:

- a) It will not copy or reproduce any of the Information in whole or in part by any means whatsoever,
- b) It will hold all of the Information received by it in strict confidence and, will not disclose such information to any third party nor use such Information for any purpose other than that stated above,
- c) It will use its best efforts to maintain the secrecy of all the Information received by it,
- d)
 - (1) that any of the Information received by it shall only be disclosed to those of its employees, advisors and/or partners ("Representative") who need to know such Information;
 - (2) that before any Information is provided to Representative, the party shall direct Representative to treat the Information strictly confidential and shall inform Representative that by affixing his/her name and signature to this document he/she shall be bound by the provisions of this "Letter";
 - (3) that the party receiving the Information shall be responsible for any breach of this Letter by any such Representative; and
- (e) That any of the Information received by it shall not be used in any way detrimental to the originating party.

The agreements of the previous paragraph shall not apply to any of the Information which:

- a) At the time of the disclosure, is in the public domain;
- b) After the disclosure, is published or otherwise becomes part of the public domain through no fault of the party receiving the Information;
- c) A party can show was in its possession at the time of the disclosure to it by the other party;
- d) A party can show was received by it after the time of disclosure to it, from a third party who did not require to hold it in confidence and who did not acquire it directly or indirectly from the originating party.
- e) Is disclosed by a party pursuant to requirements of law, provided that such party promptly notifies the other party of each request or demand for disclosure of any information.
- f) The Contractor will not approach the Company's clients in any form, whether verbal or electronic for a period of 1 year after completion of contract agreement.

The disclosure of the Information shall not be construed as granting to the other party a license or any rights under any copyrights, copyright applications or trade secrets.

The party receiving the Information shall return the Information together with any copies or notes derived from it, to the party disclosing the Information on or before any date that may be specified by the disclosing party in writing.

Immediately upon receipt of a request by one party to return the Information, the party who received such Information shall discontinue and cease all further evaluation, and deliver to the disclosing party all the Information, together with any copies or notes in its possession or in the possession of Representative.

Company and Contractor acknowledges and understands that the other makes no representation or warranty in relation to any of the Information, its accuracy, completeness or suitability for any purpose, and except as expressly agreed in writing shall not be liable for any loss or damage arising from the use of any Information.

For any breach of the terms and conditions of the Letter, it is hereby agreed that the parties will be entitled to money damages, equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for any breach but shall be in addition to all other remedies available at law or equity.

Any notice to be given hereunder shall be in writing and shall be sufficient if delivered personally or by registered mail to the respective addresses indicated in this Letter.

This Letter will continue in full force, unless and until it is agreed to be terminated by Company in writing.

This Agreement may be signed in one or more counter parts which, taken together, shall constitute one and the same instrument.

Contractor: _____

Individual's Signature: _____

Print Name: _____

Representative of Digital Smiles Inc.

Signature _____

Print Name: _____

Witness: _____

Date: _____