MUTUAL NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT (this “**Agreement**”), dated as of \_\_\_\_\_\_\_\_\_ \_, 2016 (the “**Effective Date**”), between DotStrategy, Co., (“**DotStrategy**”) of Arkansas, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**“Company**”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration of the mutual promises and covenants set forth herein, the parties hereto (together, the “**Parties**” and each a “**Party**”) agree as follows:

1. **Confidential Information.** In connection with the consideration of a potential business relationship or Auction between the Parties, namely the conduct of an auction for the .BUZZ gTLD (the “**Auction**”), DotStrategy and Company may each disclose to the other certain Confidential Information. As used herein, **“Confidential Information”** means any documentary information provided during the term hereof by one Party (the “**Disclosing Party**”) to the other (the “**Recipient**”) that is non-public, confidential or proprietary in nature, and is expressly marked as CONFIDENTIAL as well as any proposed terms of any Auction or the fact that the Parties may contemplate a Auction, including without limitation the Disclosing Party’s (or any of its affiliates’) financial information, marketing and business plans, customer lists, information regarding its investors, shareholders, employees and business and contractual relationships, business forecasts, sales forecasts, sales activity and plans, current and proposed products and services and pricing. The term “Confidential Information” shall not include any information that (a) at the time of disclosure is or thereafter becomes generally available to and known to the public through no fault or action of the Recipient (or any affiliate, agent, consultant or employee thereof); (b) was at the time of disclosure available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or its advisors who to the Recipient’s knowledge did not acquire or disclose such information in breach of a nondisclosure agreement with the Disclosing Party or through any other wrongful or tortious act, or (c) can be shown by documentation to have been independently acquired or developed by Recipient without violating any obligations under this Agreement.
2. **Restrictions on Use and Disclosure.** Each of DotStrategy and Company agrees that (a) it will not use any Confidential Information it receives from the other Party or any notes, analyses, compilations, studies, summaries or other material prepared based on the Confidential Information (collectively, the “**Materials**”), for any purpose other than evaluating the potential Auction, (b) it will keep all such Confidential Information and Materials strictly confidential and will not disclose the Confidential Information or the Materials to any third party and (c) it shall take reasonable security precautions, at least as stringent as the precautions it takes to protect its own confidential information of a similar nature, to protect the Confidential Information and the Materials from inadvertent disclosure or loss. The Recipient may, however, disclose the Confidential Information to those of its representatives who (a) reasonably need to know the Confidential Information in connection with evaluating the potential Auction, (b) have been advised by the Recipient of the terms of this Agreement and of the confidential nature of the Confidential Information, and (c) assure the Recipient that they shall abide by the obligations of confidentiality under this Agreement as though they were parties hereto. The Recipient shall be responsible for any breach of this Agreement by any of its respective representatives. The Recipient and its representatives shall use commercially reasonable efforts to prevent disclosure of the Confidential Information by the Recipient or its representatives in contravention of this Agreement.
3. **Required Disclosure.** In the event that the Recipient is requested or required by law, regulation or other applicable judicial or governmental order to disclose any Confidential Information or Materials, the Recipient will provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other remedy to seek to prevent or limit such disclosure. If the Disclosing Party does not obtain such relief after a period reasonable under the circumstances, then the Recipient may disclose that portion of the Confidential Information or Materials that its counsel advises in writing that it is compelled to disclose and will use commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information or Materials that is being disclosed.
4. **Unauthorized Disclosure.** Each Party shall notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information or Materials and will cooperate with the other in every reasonable way to help the other regain possession of the Confidential Information or Materials and prevent further unauthorized use.
5. **Return of Confidential Information and Materials.** If for any reason whatsoever either of the Parties elects not to pursue the Auction, the Auction is not consummated, or this Agreement is otherwise terminated, each Party will (unless retention of any Confidential Information is otherwise required by law) return or certify as destroyed all Confidential Information and any related Materials it has received from the other Party as soon as practicable but in any event within 21 days of written request; provided, however, under no circumstances shall a Receiving Party be required to return or destroy any such Confidential Information that resides in computer backup systems not readily and easily accessible. Notwithstanding the return or destruction of any Confidential Information or any documents or materials based in whole or in part on any Confidential Information, the Recipient shall continue to be bound by its obligations under this Agreement, including its obligations of confidentiality.
6. **No License to Confidential Information.** The Parties recognize and agree that all Confidential Information disclosed hereunder will remain the exclusive property of the Disclosing Party and that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other Party.
7. **Other Auctions**. Notwithstanding anything contained herein to the contrary, the Parties expressly agree that (a) nothing herein obligates either Party to provide information of any nature to the other Party, and (b) the providing of Confidential Information hereunder and any discussions held in connection therewith shall not prevent either Party from pursuing similar discussions or business relationships with third parties or entering into a similar Auction with a third party, nor shall it obligate either Party to continue discussions with the other, to participate or operate any Auction or to enter into any agreement regarding the Auction, or to take, continue or forego any action relating to the Auction. In addition, nothing contained herein shall be deemed to create any partnership, joint venture, or other commercial relationship.
8. **Public Announcements**. Without the prior written consent of the other Party, and except as required by law, neither Party will (or permit its representatives to) disclose to any person that the Confidential Information has been made available.
9. **Communications**. Unless otherwise agreed to by the relevant Party, all communications regarding the requests for information, requests for visitations and management meetings and all discussions will be submitted as directed exclusively to the contact person(s) appointed by the Parties.
10. **Injunctive Relief.** The Parties acknowledge and agree that they would be irreparably harmed by a breach of any provision hereof and that money damages alone would not constitute an adequate remedy. Accordingly, the Parties shall be entitled, in addition to any other relief, to one or more injunctions or other orders or equitable relief prohibiting any breach hereof and requiring strict compliance herewith and each Party consents to the entry thereof, without the posting of any security bond, or by the posting of a bond at the lowest amount required by law.
11. **Governing Law; Dispute Resolution.** This Agreement shall be binding upon the Parties and shall be governed and construed in accordance with the laws of the State of Arkansas, USA. The Parties agree that any dispute or difference between them that may arise solely under and specific to an alleged breach or enforcement of this Agreement shall be attempted to be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner; provided, however, if the Parties cannot resolve said dispute under this Agreement after so conferring, then any Party may require the other Party to submit the matter to nonbinding mediation, utilizing the services of an impartial professional mediator approved by all Parties; provided, further, that if the Parties cannot resolve said dispute under this Agreement after said mediation, then the Parties agree to submit said dispute under this Agreement to binding arbitration before a single arbitrator in Conway, Arkansas, USA. Any decision or award as a result of any such arbitration proceeding shall include the assessment of costs, expenses, and reasonable attorneys’ fees, and shall include a written record of the proceedings and a written determination of the arbitrator. An arbitrator experienced in patent law shall conduct any such arbitration. An award of arbitration shall be final and binding on the Parties and may be confirmed in a court of competent jurisdiction. For avoidance of doubt, this Agreement and this Section 11 shall not apply to and shall not be used to require, determine or change jurisdiction or venue or to require mediation or arbitration with respect to any patent infringement dispute arising between the Parties.
12. **Term.** The term of this Agreement shall expire one year from the date hereof unless terminated earlier by either Party upon written notice to the other Party; provided, however, that obligations under this Agreement with respect to Confidential Information disclosed during the term shall survive any expiration or termination of this Agreement.
13. **Notice**. All notices and other communications required or permitted to be given under the Agreement shall be in writing and may be given by certified or registered mail, postage prepaid, or by delivery in person or by facsimile, addressed to the respective Party at the address shown on the signature page hereto, or such other address as a Party may provide in writing to the other pursuant to the provisions of this paragraph.
14. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect.
15. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior or contemporaneous oral and written understandings, agreements and arrangements with respect to any information disclosed or received under this Agreement. This Agreement may be amended or modified only with the mutual written consent of the parties.

In witness whereof, the Parties hereto have executed this Agreement as of the date first written above.

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| **DOTSTRATEGY, CO.**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| By:  | By:  |
| Name: Bill Doshier | Name:  |
| Address: 1920 Centennial Club Drive Conway, Arkansas 72034 | Address:  |
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