Reputation.com, Inc.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of _____, ____ 20___ between Reputation.com, Inc. ("Company") and _____ ("Recipient").

1. Purpose. Company and Recipient wish to explore a business opportunity of mutual interest, and in connection with this opportunity, Company and Recipient may both disclose certain confidential technical and business information which the disclosing party ("Disclosing Party") desires the receiving party ("Receiving Party") to treat as confidential.

2. "Confidential Information" means any information disclosed to Receiving Part by Disclosing Party, whether disclosed in writing or other tangible form, electronic form, or orally, including and without limitation documents, prototypes, samples, Disclosing Party's plant and equipment, content included in any creative briefs, response data, analytic data, legal terms and conditions, customer profiles, product designs, business and marketing plans, third party relationships, product strategies, business metrics, website metrics, customer conversion data and any other confidential information submitted to Receiving Party by Disclosing Party. Confidential Information may also include information disclosed to Disclosing Party by third parties. Confidential Information shall not, however, include any information which Receiving Party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Receiving Party by Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to Receiving Party by Disclosing Party through no action or inaction of Receiving Party; or (iii) is in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure.

3. Non-use and Non-disclosure. Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Receiving Party and Disclosing Party. Receiving Party agrees not to disclose any Confidential Information to third parties or to employees of Receiving Party, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Disclosing Party's Confidential Information and which are provided to Receiving Party hereunder.

4. Maintenance of Confidentiality. Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. Receiving

Party shall reproduce Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

5. <u>No Obligation.</u> Nothing herein shall obligate Disclosing Party or Receiving Party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. <u>No Warranty.</u> ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. <u>Return of Materials.</u> All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain the property of Disclosing Party and shall be promptly returned to Disclosing Party upon Disclosing Party's request.

8. <u>No License.</u> Nothing in this Agreement is intended to grant any rights to Receiving Party under any patent, mask work right or copyright of Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information except as expressly set forth herein.

9. <u>Term.</u> This agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Receiving Party.

10. <u>Remedies.</u> Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling Disclosing Party to obtain injunctive relief in addition to all legal remedies.

11. <u>Miscellaneous.</u> This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by writing signed by both parties hereto.

REPUTATION.COM, INC.

By: ▮▮▮▮▮▮▮▮▮

Name: _Brian Travis_

Title: _General Counsel_

Date: _12/22/11_

By: _____

Name: _____

Title: _____

Date: _____