



Non-Disclosure Agreement

The undersigned acknowledges that Direct Leap Technologies, Inc. ("Direct Leap Technologies") has furnished to the undersigned potential collaborator or investor ("Partner") certain proprietary data ("Confidential Information") relating to the business affairs and operations of Direct Leap Technologies for study and evaluation by Partner for possibly investing in or collaborating with Direct Leap Technologies.

It is acknowledged by Partner that the information provided by Direct Leap Technologies is confidential; therefore, Partner agrees not to disclose it and not to disclose that any discussions or contracts with the Direct Leap Technologies have occurred or are intended, other than as provided for in the following paragraph.

It is acknowledged by Partner that information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Partner, except as provided in this agreement, may cause serious harm or damage to Direct Leap Technologies, and its collaborators. Therefore, Partner agrees that Partner will not use the information furnished for any purpose other than as stated above, and agrees that Partner will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers and employees of Partner and to Partner's advisors of their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by Partner of the confidential nature of such information and shall be directed by Partner to treat such information confidentially), and (b) any disclosure of information may be made to which Direct Leap Technologies consents in writing. At the close of negotiations or collaboration, Partner will return to Direct Leap Technologies all records, reports, documents, and memoranda furnished and will not make or retain any copy thereof.

Signature

Date

Name (typed or printed)

Partner's Company

This does not imply an offering of securities (stock or shares).