

This agreement is made and entered into as \_\_\_\_\_, ("Effective Date"), between Extralink Corporation, ("the Disclosing Party") and \_\_\_\_\_, ("the Recipient") (collectively, "the Parties").

Purpose for Disclosure ("Business Purpose"): each Party possesses certain confidential and/or proprietary information and technology (the "Technology"), and, each Party desires to provide to the other Party, for mutual benefit, access to the Technology for purposes of discussions and other exchanges of information related to potential business collaboration between the Parties and evaluation of each Party's Technology (the "Evaluation"); and the Parties agree that in consideration of the mutual promises herein, the terms of this Agreement shall apply in relation to any Confidential Information (as defined below) disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), and to induce such disclosure, the Receiving Party desires to undertake certain obligations of confidentiality and nondisclosure as set forth herein.

The Parties hereby agree as follows:

1. For the purposes hereof, "Confidential Information" shall mean and include any and all past, present or future commercial, financial, marketing, business, scientific, technical or other information of the disclosing party (the "Discloser"), whether written, oral, graphic, in machine-readable or in any other form, including but not limited to, concepts, techniques, methods, systems, photographs, models, prototypes, computer programs, research materials, development or experimental work, work in progress, mask work, inventions, cost data, product plans, product presentations, business strategies, forecasts, personnel information, trade secrets, patents, processes, formulas, designs, source codes, data, writings, know-how, improvements, hardware, software, technologies, product specifications, schematics, firmware, interfaces, designs, test vectors, tooling, customer and supplier information, drawings, financial information, pricing, marketing plans and any other information of a confidential or proprietary nature, all whether or not covered by patents, patent applications, copyrights or other proprietary rights protection, whether in the United States of America or abroad, which has been heretofore or may hereafter be transmitted or otherwise disclosed to the receiving party (the "Recipient") by the Discloser, and which relates to the business, technology, products, marketing or activities of the Discloser. Notwithstanding anything in the foregoing to the contrary, the Discloser has no obligation to disclose Confidential Information to the Recipient or enter into a business relationship with the Recipient. Furthermore, nothing herein shall be deemed to create any representation that the Confidential Information, or any part of it, is whole, accurate or correct. The Confidential Information provided under this Agreement shall be deemed to be provided "AS IS" without any warranty of any kind, and the Discloser hereby disclaims any implied warranties, including merchantability and fitness for a particular purpose.
2. The Recipient agrees not to use any Confidential Information of the Discloser for any purpose except to evaluate and engage in discussions and/or activities concerning a current or potential business relationship between the parties that may be mutually established under a separate agreement (the "Purpose").
3. The Recipient agrees not to disclose, or allow the disclosure of, any Confidential Information to third parties provided however, that the Recipient may disclose (or allow the disclosure of) Confidential Information to a minimum required number of the Recipient's employees, consultants, or advisors only: (i) on a need-to-know basis and (ii) to the extent that such employees, consultants or advisors have signed a non-disclosure undertaking towards the Recipient in the form of this Agreement, mutatis mutandis. Furthermore, Orchestra shall be entitled to disclose Confidential Information to its affiliates, shareholders, investors and potential investors on a need to know basis and provided that such affiliates, shareholders, investors and potential investors are bound by confidentiality undertakings that apply to the information disclosed hereunder. Without derogating from the aforesaid, the Recipient shall bear full responsibility for any breach of this Agreement by Recipient's employees, consultants or advisors or for any harm caused to the Discloser by disclosure to the Recipient's employees, consultants or advisors.
4. Each party shall take all reasonable steps to preserve the other party's Confidential Information in confidence and to prevent disclosure thereof to third parties. The parties shall use the same degree of care to preserve and safeguard their own proprietary technical information, provided that such degree of care shall not be lower than the degree of care generally used by others in the industry to protect their own proprietary information, but in no event less than a reasonable amount of care.
5. The Recipient shall not, nor suffer or permit any third party to, analyze, reverse engineer (or the like), disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Discloser. All Confidential Information shall be maintained apart from other information, and shall be stored in files which are clearly marked as containing Confidential Information.

6. This Agreement imposes no obligation upon the Recipient with respect to confidential information which:

6.1 is in the Recipient's possession at the time of receipt from the Discloser, as proven by a preponderance of evidence, including documentary evidence;

6.2 is or becomes a matter of public knowledge through no fault of the Recipient or breach of this Agreement;

6.3 is rightfully and lawfully received by the Recipient from a third party who is not bound by any obligation of confidentiality towards the Discloser and without breach of this Agreement, as proven by documents;

6.4 is required to be disclosed by the Recipient in order to comply with any applicable law, court or the order of any governmental authority, provided, however, that the Recipient gives the Discloser prompt written notice thereof so that the Discloser may seek a protective order or other appropriate remedy, and further provided that in the event that such protective order or other remedy is not obtained, the Recipient shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all efforts required to obtain confidential treatment for such information.

7. This Agreement shall terminate upon 14 days following the written notice of one party to the other. Notwithstanding the foregoing, expiration of the term of this Agreement, for any reason or for no reason, shall not relieve the Recipient of any confidentiality obligations set forth herein, which shall survive the term of this Agreement, and remain in full force and effect until such time as all Confidential Information of the Recipient disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient.

8. Neither party has any obligation under this Agreement to purchase, license or sell any product or service supplied by the other party. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

9. If the Recipient causes, directly or indirectly, an unauthorized disclosure of the Confidential Information, the Recipient shall notify the Discloser immediately upon discovery of such unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement and shall assist the Discloser in limiting the scope of such disclosure. In such case, the Recipient shall cooperate with the Discloser in every reasonable way to help the Discloser regain possession of the Confidential Information and prevent its further unauthorized use, including, the Recipient shall cooperate with the Discloser in pursuing any legal claims against third parties for any unauthorized use of such Confidential Information.

10. The existence of this Agreement shall be deemed to be confidential and neither party shall divulge the existence of it, publicize nor disclose the discussions to which this Agreement relates without the prior written consent of the other.

11. The Confidential Information all right, title and interest therein shall remain at all times the exclusive property of the Discloser thereof. The Recipient shall acquire no intellectual property rights in the Confidential Information, and Nothing hereunder may be construed as granting to the Recipient any right, warranty or license by implication except for the limited right to use such Confidential Information for the Purpose.

12. Upon the earlier of: (a) request from the Discloser or (b) termination of this Agreement, the Recipient shall immediately cease to use the Discloser's Confidential Information and shall immediately return any and all documents and other tangible materials containing Confidential Information or, at the Discloser's option, certify in writing destruction of the same.

13. Both parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of confidential information, and that the Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

14. All notices or correspondence pertaining to this Agreement shall be addressed and sent to the addresses as set forth on the signature page below.

15. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida (USA), without regard to the conflicts of law provisions of that State, and any action hereunder shall be brought solely before the competent courts in the State of Florida (USA).

16. Neither party may assign or delegate all or any part of its rights or obligation under this Agreement without the prior written consent of the other party, except to an entity that succeeds to all or substantially all of the business assets of such party, and so long as such entity agrees to be bound by all rights, obligations and other terms and conditions of this Agreement..

17. No failure to exercise and no delay in exercising any right, remedy, privilege or power under or pursuant to this Confidentiality Agreement shall operate as a waiver thereof.

18. In the event any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law, unless the purpose of this Agreement is substantially frustrated thereby.

19. Any amendment to or modification of this Agreement must be made in writing and signed by both parties. This Agreement constitutes the complete and final agreement of the parties with respect to the Confidential Information.

20. This Agreement may be executed in counterparts by the duly authorized representatives of the parties who signatures appear below.

In witness whereof, the Parties have executed this Agreement on the date first above written.

The Recipient	The Disclosing
Company Name:	Party Extralink Corporation
Officer Name:	Daniel Estrada
Officer Title:	President
Address:	10275 Collins Ave Bal Harbour, FL 33154 USA

  

_____	_____
Signature	Signature
Date	Date