MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement dated as of _____ (this "Agreement") is made by and between LaunchPad Lab LLC ("LaunchPad Lab"), and _____ ("The Company "). A party to this Agreement disclosing confidential information shall be referred to herein as a "disclosing party" and a party receiving confidential information, as a "receiving party."

LaunchPad Lab and The Company intend to exchange certain proprietary and confidential information for the purpose of evaluating a possible business relationship and in furtherance of such business relationship if consummated (the "Purpose") and wish to provide for mutual agreements to protect such information.

Therefore, LaunchPad Lab and The Company agree as follows:

1. Confidential Information. This Agreement will apply to all confidential and proprietary information which is disclosed or otherwise made available in connection with this Agreement by the disclosing party or its affiliates relating to the disclosing party, its affiliates or their customers, suppliers or licensors, whether disclosed in written, oral, electronic or visual form, which is identified as confidential at the time of disclosure, or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation, information regarding its business, operations, finances, technologies, products and services, software, methodologies, designs, user interface, technical information, know-how, pricing, personnel, customer and suppliers ("**Confidential Information**"). Confidential Information shall not include information that (a) is publicly known at the time of disclosure, (b) is lawfully received from a third party not bound in a confidential relationship with the other party, (c) is published or otherwise made known to the public by the other party, or (d) was or is generated independently without use of the other party's Confidential Information.

2. Confidentiality and Nondisclosure Obligations. The receiving party agrees to hold the disclosing party's Confidential Information in confidence and use it only for the Purpose or as otherwise authorized in writing by the disclosing party and shall not use or exploit the Confidential Information for its own benefit, or the benefit of another, without the prior written consent of the disclosing party. Without limiting the foregoing, the receiving party shall not (and shall not permit any third party to) reverse engineer, decompile, disassembly or attempt to recreate any software which is part of the Confidential Information of the disclosing party. The receiving party will use the same degree of care and discretion (but not less than reasonable care) to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as it uses with its own information of a similar nature. Except as authorized in this Agreement, the

receiving party will not disclose the Confidential Information of the disclosing party to a third party other than to its or its affiliates' employees, contractors, agents or advisors in connection with the Purpose and the receiving party shall be liable to the disclosing party for any violation of this Agreement by such persons. The receiving party may disclose Confidential Information to the extent such disclosure is required to be disclosed by law or pursuant to a court order, provided that it provides the disclosing party with prior written notice and an opportunity to object to and protect the Confidential Information.

3. Notice of Disclosure. The receiving party shall promptly notify the disclosing party in writing of any unauthorized, negligent or inadvertent disclosure of Confidential Information of the disclosing party.

4. Return or Destroy. Upon written request by the disclosing party, the receiving party will promptly return or destroy any Confidential Information and, upon request, will provide a letter confirming that the Confidential Information has been returned or destroyed in accordance with the terms hereof.

5. Ownership and No License. The Disclosing Party (or its licensors) retain all right, title and interest to its Confidential Information and any patent, copyright, trade secret, trademark and other intellectual property rights therein. Except for the limited use rights expressly provided herein, nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

6. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for a period of one (1) year (the "Term"), unless earlier terminated in accordance with the terms hereof. Either party may terminate this Agreement by providing written notice to the other; provided that all existing rights and obligations pertaining to Confidential Information, disclosed prior to termination shall survive and shall apply to each party's successors and assigns.

7. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to its choice of law provisions. LaunchPad Lab and The Company agree that remedies at law, alone, may be inadequate to remedy breaches of this Agreement and therefore LaunchPad Lab and The Company agree that either party may seek injunctive relief against the other to prevent or end any violation of this Agreement. This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this Mutual Confidentiality Agreement to be executed as an agreement as of the date first written above.

LAUNCHPAD LAB LLC
220 W Huron St, Suite 2001
Chicago, IL 60654

By:

Name:

Title:

_____

_____

_____

By:

Name:

Its: