SHORT NON-DISCLOSURE AGREEMENT FOR AN INTERNET STARTUP

THIS Nondisclosure Agreement (the "Agreement") is made and entered into as of _____, by and between _____ (the "Company") and _____, (the "Recipient") (collectively, the "Parties").

The Parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information the Company has disclosed or may disclose to the Recipient, including but not limited to information related to: production of legal materials, software development and design, business or software architecture, software not yet known to the public, clients or prospective clients, internal communications, events, or meetings, or any other research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, formulas, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof.

2. The Recipient agrees (i) not to disclose any Confidential Information or any information derived therefrom to any third person, (ii) to keep the Company's Confidential Information confidential and take all the reasonable precautions to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care, and (iii) not to use any Confidential Information for any purpose whatsoever except to advance the legitimate business interests of the Company under written or oral instruction of the Company's authorized officers.

3. All right, title, and interest in and to the Confidential Information shall remain with Company or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Company.

4. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the State of Delaware. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above

written.