



NONDISCLOSURE AGREEMENT

WHEREAS, Your Company Name (“Customer”) and MyProgrammer, Inc. desire that assigned MyProgrammer Employees, Subcontractors and Agents provide certain services including but not limited to software consultation, development, modification, implementation, and related training services (“Services”) under the Agreement.

WHEREAS, the parties agrees that in order for MyProgrammer’s Employees, Subcontractors and Agents to commence Services, it will be necessary for Customer to disclose to said Employees, Subcontractors and Agents certain confidential and proprietary software or technology and related materials.

In consideration hereof:

We agree that during the period that we provide Services to Customer, and for one (1) year thereafter, any improvement, discovery or invention, whether patent-able or not, and whether copyrightable or not, that we conceive, develop or make, whether solely or jointly with others, whether during or outside of normal working hours, relating to any software programs, tools and related documentation licensed by or under development by Customer (“Inventions”) shall promptly be disclosed by us, in writing, to an officer of Customer and we agree that all the Inventions shall be the sole property of Customer.

We acknowledge that in the course of performing Services, MyProgrammer Employees, Subcontractors, and Agents will come into possession of Confidential Information of Customer. Such information is proprietary to Customer, and the disclosure of which would be detrimental to Customer. Confidential Information includes but is not limited to the following types of information whether or not reduced to writing or designated as Confidential: (i) Work product resulting from or related to Services performed by MyProgrammer Employees, Subcontractors and Agents or others under the Agreement between MyProgrammer and Customer; (ii) Customer’s computer software including documentation trademarks or service marks; (iii) Customer’s internal personnel, financial, marketing and other business information and manner and method of conducting business; (iv) Confidential Information provided by or regarding Customer’s employees, customers, vendors and other contractors and (v) the existence of a contractual relationship between Customer and MyProgrammer.

We hereby agree to assign all rights, title and interest in any and all programs, documentation and materials that we develop while performing Services for Customer, and to execute all necessary documents to perfect Customer’s intellectual property rights and interests in said items. We agree to produce and include in all copies of any program or other materials containing proprietary information, which we prepare the copyright notices and proprietary legends of Customer as furnished to MyProgrammer Employees, Subcontractors and Agents.

We agree not to make use of, nor to divulge, any Customer Confidential or Proprietary Information to anyone (except in connection with my duties as Customer may require) whether during our employment or after the termination of our employment, except in the event: (i) Such information is legally and properly published or made known to the public by Customer or others; or (ii) Customer releases MyProgrammer Employees, Subcontractors and Agents in writing from this Agreement.

As an officer of MyProgrammer and on behalf of MyProgrammer, I agree this Agreement shall be binding upon me and MyProgrammer Employees, Subcontractors and Agents for all past, present and future work performed for Customer.

ACCEPTED:

A handwritten signature in black ink, appearing to read "Rob Carr", written in a cursive style.

Rob Carr
President
MyProgrammer, Inc.

Date: March 1, 2011