

MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement has an effective date of _____ .

The parties to this Agreement are Rowheels, Inc., having its principal place of business at 8001 Terrace Ave. STE 204, Middleton, WI 53562 (hereinafter "ROW"), and _____, with offices at _____ (hereinafter "RECIPIENT").

A. Both parties, for their mutual benefit, anticipate the need to disclose to and receive from the other party information concerning their respective technologies (the "Proprietary Information") of both a technical and business nature, which the furnishing party considers to be proprietary.

B. The information is disclosed to the receiving party for the stated purpose of evaluating and determining the appropriateness of a corporate alliance with, an investment in, or other commercial arrangement with the other concerning the subject matter of the Proprietary Information ("commercial arrangement").

TERMS OF AGREEMENT

NOW, THEREFORE, ROW and RECIPIENT mutually agree as follows:

1. Protection and Use. The receiving party shall hold each item of proprietary information so received in confidence for a period of three (3) years measured from the effective date of this Agreement. During such period, the receiving party shall use proprietary information of the disclosing party received hereunder only to carry out the stated purpose of this Agreement and shall disclose such proprietary information only to its employees and consultants having a justifiable "need to know" with respect to such purpose. The receiving party shall have a written agreement of nondisclosure with such employees consistent with this Agreement.

Each party will evaluate the other's Proprietary Information within ninety (90) days after receipt of the Proprietary Information and advise the other party of its interest, or lack thereof, in a commercial arrangement. If either or both parties are not interested, or a commercial arrangement is not entered into within six (6) months of the effective date of this Agreement, upon the request of either party the receiving party shall return the other's Proprietary Information to the disclosing party, subject to retention of one copy of their legal archives.

Neither party shall, without the prior written consent of the other, use, in whole or in part, Proprietary Information disclosed by the other under this Agreement for any purpose other than the stated purpose.

The receiving party shall not reproduce Proprietary Information of the disclosing party unless essential to carry out the stated purpose of this Agreement.

2. Exclusions from Protection. Proprietary Information shall include all information

disclosed hereunder in writing (or, if initially disclosed orally, thereafter confirmed in writing within thirty (30) days and identified as being confidential except any portion thereof which:

- a. is known to the receiving party before receipt thereof under this Agreement or is independently developed by the receiving party as evidenced by the receiving party's written records:
- b. publicly available other than through the fault of the receiving party; or
- c. released without restriction by the disclosing party to anyone; or
- d. developed by the receiving party independently of the disclosing party; or
- e. rightfully obtained without restriction by the receiving party from a third party who has a right to make such disclosure.

The receiving party shall not be liable for any inadvertent disclosures made in spite of the exercise of the same standard of care which the receiving party uses to protect its own proprietary or confidential information; provided that, upon disclosure of such disclosure or use, it shall promptly notify the disclosing party and shall immediately exert its best efforts to prevent any further inadvertent disclosure or use.

3. No Rights Granted. This Agreement creates no obligation on the part of either party to disclose Proprietary Information to the other. Nothing in this Agreement shall be construed as granting or conferring any rights on the part of either party by license or otherwise, express or implied, to any patent, trademark, copyright, trade secret or other proprietary rights by the information submitted to the receiving party.

4. No Conflicts. Each party warrants and represents that the terms of this Agreement are not inconsistent with other contractual and/or legal obligations it may have and that there is no legal reason which would prevent it from entering into a commercial arrangement with the other.

5. Notices. All communications, notices and exchanges of information shall be in writing and sent to the parties or their designees at the following addresses:

If to ROW:

Mr. Gaurav Mishra
Rowheels, Inc.
8001 Terrace Ave. STE
204 Middleton, WI 53562

If to RECIPIENT:

Either party may change its address for the purposes of this section by notice to the

other party.

6. Independent Contractors. Each party, in undertaking its responsibilities hereunder, shall be deemed an independent contractor and nothing in this Agreement shall constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

7. Expiration/Termination. The period for proprietary information shall expire thirty-six (36) months after the effective date of this Agreement, except that this period may be terminated earlier by thirty (30) days' written notification of either party. All rights and obligations accrued under this Agreement shall survive termination or expiration of this Agreement.

8. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any previous understanding, oral or written, with respect to the subject matter of this Agreement. Any modification of this Agreement shall be effective only if in writing and executed by both parties.

10. No Waiver. The failure of either party to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party to enforce each and every provision on any future occasion.

Rowheels, Inc.

By: _____
Gaurav Mishra
CEO

RECIPIENT: _____

By: _____

Name & Title: _____