

Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement (this "Agreement") is made as of _____ by and between _____

AND BlueRadios, Inc. ("BlueRadios"), a Colorado corporation, with its principal offices at 7173 S. Havana Street, Suite 600, Englewood, CO 80112.

WHEREAS, the parties hereto (each a "Party" and collectively the "Parties") have expressed an interest in investigating the possibility of entering into a transaction (the "Transaction");

WHEREAS, in connection with an analysis of the Transaction, each Party may provide or otherwise disclose to the other Party certain oral, written or other forms of information concerning the disclosing Party (the "Information"; with respect to any Information, each Party that provides such Information is hereafter referred to as the "Disclosing Party" and each Party that receives such Information is hereafter referred to as the "Receiving Party");

WHEREAS, it is a condition precedent to the furnishing of any Information that the Parties execute this Agreement and agree to treat the Information as set forth herein;

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Information will be used solely for the purpose of evaluating the possibility of the Parties' entering into the Transaction. The Information will not be used in any way directly or indirectly in competition with or detrimental to the relevant Disclosing Party and unless and until the Parties have completed a negotiated transaction between themselves pursuant to a definitive agreement (the "Transaction Agreement"), such Information will be kept confidential by the Receiving Party and its agents, employees and advisors; provided, however, that the Receiving Party may disclose the Information or portions thereof to those of its agents, employees and representatives of its advisors (the persons to whom such disclosure is permissible being collectively called "Representatives") who need to know such Information for the purpose of evaluating the possible Transaction (it being understood that those Representatives will be informed of the confidential nature of the Information and will agree to be bound by this Agreement and shall be directed not to disclose the Information to any other person). The Receiving Party agrees to be responsible for any breach of this Agreement by its Representatives.

2. In the event that the Receiving Party or its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes) to disclose any Information supplied in the course of the Receiving Party's dealings with the Disclosing Party, it is agreed that the Receiving Party will (i) provide the Disclosing Party with prompt notice of such request(s) and the documents and information requested so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this Agreement, and (ii) consult with the Disclosing Party as to the advisability of taking legally available steps to resist or narrow such request. It is further agreed that, if, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party or its Representatives are nonetheless, in the written opinion of the Receiving Party's legal counsel, compelled to disclose Information concerning the Disclosing Party to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Receiving Party may disclose such Information to such tribunal without liability hereunder; provided, however, that the Receiving Party shall give the Disclosing Party written notice of the Information to be so disclosed as far in advance of its disclosure as is practicable, and shall use its best

efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information required to be disclosed as the Disclosing Party designates.

3. The term "Information" does not include any information which (i) becomes generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Receiving Party or its Representatives), (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or the Disclosing Party's advisors (as shown by written records in the Receiving Party's possession), provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy or (iii) has already been independently acquired or developed by the Receiving Party (as shown by written records in the Receiving Party's possession) without violating any confidentiality agreement with or other obligation of secrecy.

4. If the Parties do not proceed with the Transaction within a reasonable time, or if the Disclosing Party so requests, the Receiving Party will return promptly to the Disclosing Party the Information, including all copies, extracts or other reproductions in whole or in part of the Information in the Receiving Party's possession or in the possession of the Receiving Party's Representatives, and the Receiving Party will destroy all copies of any memoranda, notes, summaries, analyses, compilations, studies or other documents prepared by the Receiving Party or for the Receiving Party's use based on, containing or reflecting any Information. Such destruction shall be certified in writing to the Disclosing Party by the Receiving Party.

5. Without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct the Receiving Party's Representatives to not, disclose to any person either the fact that any investigations, discussions or negotiations are taking place concerning a possible transaction, or that the Receiving Party has requested or received information from the Disclosing Party, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. The term "person" as used throughout this Agreement will be interpreted broadly to include, without limitation, any corporation, company, partnership or individual.

In addition, without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct the Receiving Party's Representatives not to, contact or hold any discussion whatsoever with any directors, officers, agents or employees of the Disclosing Party or any suppliers, customers and/or any other person with whom the Disclosing Party has a relationship regarding the Disclosing Party, any potential transaction involving the Disclosing Party, the Information, the possible terms of any business relationship with the Disclosing Party or the fact that any investigation, discussions or negotiations are taking place concerning a possible transaction.

6. Until the earlier of (i) the execution of a definitive Transaction Agreement and the consummation of the transaction contemplated therein, or (ii) twelve (12) months from the date of this Agreement, each Party agrees not to solicit for hire, directly or indirectly, any of the employees of the other Party or any of its subsidiaries; *provided, however*, that either Party may employ any individual who has left the employ of the other Party or its affiliates prior to an offer of employment being made to that individual, or who has applied on an unsolicited basis or in response to a blind advertisement..

7. The Receiving Party understands and acknowledges that the Disclosing Party is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Information, and none of the Disclosing Party, or any of its respective directors, officers, employees, stockholders, owners, affiliates or agents will have any liability to the Receiving Party or any other person resulting from the Receiving Party's use of the Information. Only those representations or warranties that are made in a definitive Transaction Agreement when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Transaction Agreement, will have any legal effect.

8. The Receiving Party also understands and agrees that unless and until a definitive Transaction Agreement has been executed and delivered, no contract or agreement providing for a transaction with the Disclosing Party shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any

written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term "definitive Transaction Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include verbal acceptance of an offer or bid on our part. The agreement set forth in this paragraph may be modified or waived only by a separate writing by the Parties, expressly so modifying or waiving such agreement.

9. The Receiving Party hereby assumes liability for damages arising from any breach of this Agreement by the Receiving Party or by any act of any employee or Representative that would be a breach of this Agreement if committed directly by the Receiving Party, including, without limitation, unauthorized use (i.e. use for any purpose other than evaluating a potential transaction with the Disclosing Party). The Receiving Party further recognizes that any breach may result in irreparable injury to the Disclosing Party for which monetary damages may be an inadequate remedy and the Receiving Party therefore further agrees: (i) to take all reasonable measures, including, but not limited to, court proceedings, at the Receiving Party's own cost, to restrain any employees or Representatives from any breach or threatened breach and (ii) that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to the Disclosing Party at law or in equity. Each Party hereby irrevocably and unconditionally consents to submit to the non-exclusive jurisdiction of both the courts of the State of Colorado and of the United States of America located in the State of Colorado for any actions, suits or proceedings arising out of or relating to this Agreement, and further agrees that service of any process, summons, notice or document by U.S. registered mail to the other Party's address set forth herein shall be effective service or process for any action, suit or proceeding arising out of this Agreement, in either the courts of the State of Colorado or of the United States of America located in the State of Colorado.

10. Each Party agrees that the other Party reserves the right, in its sole and absolute discretion, to reject any or all proposals, to decline to furnish further Information and to terminate discussions and negotiations at any time and for any reason. The exercise by any Party of these rights shall not affect the enforceability of any provision of this Agreement.

11. Obligations under this agreement expire 5 years from the date of signature on this agreement.

12. This Agreement is for the benefit of the Parties hereto. This Agreement supersedes all former agreements between Parties with respect to the subject matter set forth herein.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first set forth above.

_____:

BlueRadios Corporation:

By: _____

By: Mark Kramer _____

Title: _____

Title: President & CEO _____

Date: _____

Date: _____