



White Cap Institute

Center For Dental Implant Training

FACSIMILE TRANSMITTAL SHEET

TO: SHAD FROM: Tom CLARK
COMPANY: LUNA WEBS DATE: 2/27/12
FAX NUMBER: 866-285-8863 TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER: SENDER'S REFERENCE NUMBER:
RE: MUTUAL NDA YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

SHAD,
WERE FINALLY READY!

I wanted to send a mutual NDA to you just prior
to engaging in new development.

Thanks,

Tom Clark
President
White Cap Tech.

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made as of 02/27, 2012, by and between WhiteCap Technologies a Utah Company with an address at 902 South 300 West, Heber City, UT 84032 (the "Company") and _____, [a _____ corporation] with an address at _____ ("Second Party").

Company and Second Party agree as follows:

1. Purpose. The Company and Second Party desire to explore a possible business opportunity of mutual interest (the "Relationship") in connection with which each party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to continue to discuss and evaluate the Relationship while protecting each party's Confidential Information (including Confidential Information previously disclosed to the other party and Confidential Information of subsidiaries of the Company) against unauthorized use or disclosure.

2. Definition of Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to the Relationship, patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, vendors, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure.

3. Nondisclosure of Confidential Information.

(a) The Company and Second Party each shall refrain from using any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party shall be responsible for the acts and omissions of those to whom it discloses Confidential Information pursuant to this Section 3(a). Each party shall notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention.

(b) Exceptions. Notwithstanding the above, neither party shall have liability to the other party with regard to any Confidential Information of the other party, which the receiving party can prove:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party.;

(ii) was lawfully known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the disclosing party;

(iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party and by the employees of the receiving party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;

(v) becomes known to the receiving party, without restriction from a source other than the disclosing party, without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or

(vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

4. Return of Materials. Any materials or documents that have been furnished by one party to the other party in connection with the Relationship shall be promptly returned by the receiving party, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded, or (b) the written request of the disclosing party.

5. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.

6. Public Company Status. The parties acknowledge that the United States securities law and the rules and regulations promulgated thereunder prohibit any person with material, non-public information about a company from purchasing, selling, trading, or entering into options, puts, calls or other derivatives in respect of securities or such issuer or from communicating such information to any other person or entity.

7. No Modification. Neither Company nor Second Party shall modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of the other party unless permitted in writing by the disclosing party.

8. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date (a) five (5) years following the date of this Agreement, (b) three (3) years from the date on which Confidential Information is last disclosed under this Agreement; or (c) for Confidential Information that constitutes a trade secret of the disclosing party, the receiving party shall maintain the confidentiality of

such Confidential Information so long as the disclosing party treats the Confidential Information as a trade secret.

9. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors, and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective heirs, legal representatives, successors, and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10. Severability. If a provision of this Agreement is held to be unenforceable under applicable law, the parties shall renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

11. Independent Contractors. The Company and Second Party are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Company and Second Party as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

12. Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and rights and obligations of the parties shall be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to principles of conflicts of law. Any action or proceeding arising from or relating to this Agreement shall be brought solely in the state and federal courts located in the State of Utah, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

13. Remedies; Indemnifications. The Company and Second Party each acknowledge that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. The Company and the Second Party acknowledge that due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, the Company and Second Party each acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of providing actual damages, and (b) to be reimbursed for and/or indemnified by the receiving party from any loss, liability, or damage, including but not limited to reasonable attorney's fees, arising out of or in connection with any breach or enforcement of the receiving party's obligations under this Agreement or the unauthorized use or disclosure of the disclosing party's Confidential Information.

14. Amendment and Waiver. Any term of this Agreement may only be amended with the prior written consent of the Company and Second Party. Any amendment or waiver affected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any provision hereof by such party.


15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

16. Entire Agreement. This Agreement is the product of both of the parties, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

17. Gender. The masculine includes the feminine and the neuter, the singular includes the plural, and vice versa, as the context may require.

The parties hereby certify that they are authorized to sign this Agreement and that they have executed this Mutual Nondisclosure Agreement to be effective as of the date first above written.

by: _____
Name: _____
Title: _____
Date: _____

by:  _____
Name: Tom CLARK
Title: PRESIDENT
Date: 02/27/12

WhiteCap Technologies
902 South 300 West
Heber City, UT 84032