

EXHIBIT B

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of 7/8/11 ("Effective Date") by and between Six Waves Inc, a British Virgin Islands company with offices at 21/Honest Motors Building, 9-11 Leighton Road, Causeway Bay, Hong Kong, and its affiliates (collectively, "6 Waves") and the individual or entity signing below ("Participant"). 6 Waves and Participant agree as follows:

1. "Confidential Information" means all technical and non-technical information being disclosed by one party to the other party (including but not limited to product information, plans and pricing, financials, marketing plans, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulae and proprietary algorithms); provided tangible Confidential Information is marked as "Confidential" or "Proprietary" and intangible Confidential Information is identified as such by the disclosing party to the receiving party at the time of disclosure or in writing within 30 days of such disclosure.
2. The receiving party will: (a) hold the disclosing party's Confidential Information in confidence; (b) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who have previously agreed (e.g., as a condition to their employment or agency) to be bound by terms respecting the protection of confidential information which are substantially similar to those of this Agreement and which would extend to the disclosing party's Confidential Information; (c) use such Confidential Information only for the purposes for which it was disclosed; and (d) to the extent applicable, not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information unless otherwise specified in writing by the disclosing party.
3. The restrictions in Section 2 will not apply to Confidential Information to the extent it (a) was in the public domain at the time of disclosure; (b) became publicly available after disclosure to the receiving party without breach of this Agreement; (c) was lawfully received by the receiving party from a third party without such restrictions; (d) was known to the receiving party, its employees or agents without such restrictions prior to its receipt from the disclosing party; (e) was independently developed by the receiving party without breach of this Agreement; (f) was generally made available to third parties by the disclosing party without such restriction; or (g) is required to be disclosed by the receiving party pursuant to judicial order or other compulsion of law, provided that the receiving party will provide to the disclosing party prompt notice of such order and comply with any protective order imposed on such disclosure.
4. The parties acknowledge and agree that employees and agents of the receiving party who have received or have been exposed to the disclosing party's Confidential Information may further develop their general knowledge, skills and experience (including general ideas, concepts, know-how and techniques), which may be based on such Confidential Information. The restrictions in Section 2 will not apply to the subsequent use, and disclosures incidental to such use, by such employees and agents of such general knowledge, skills and experience, as unintentionally retained in their unaided memories. The receipt of or exposure to the disclosing party's Confidential Information under this Agreement will not in any way limit or restrict the work assignments of any of the receiving party's employees and agents.
5. The disclosing party further acknowledges that the receiving party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the receiving party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in such Confidential Information, provided that the receiving party does not violate any of its other obligations under this Agreement in connection with such development.
6. Upon written request of the disclosing party, all copies of the disclosing party's Confidential Information in the possession of the receiving party, its employees or agents will be returned to the disclosing party or promptly destroyed.
7. Neither party is required to disclose any particular information to the other and any disclosure pursuant to this Agreement is entirely voluntary and does not, in itself: (a) create warranties or representations of any kind; (b) create a commitment as to any product, service, or prospective business relationship; (c) constitute solicitation of any business or the

incurring of any obligation not specified herein; or (d) constitute a license or transfer of ownership under any intellectual property rights of the disclosing party except as expressly provided herein. In addition, the existence and terms of this Agreement and the fact that discussions have taken, are taking, or may take place may not be disclosed by either party without the other party's prior written consent.

8. Both parties agree that money damages may not be a sufficient remedy for any breach of the terms of this Agreement by the receiving party, and that, in addition to all other remedies at law or in equity to which the disclosing party may be entitled, the disclosing party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
9. This Agreement is effective as of the Effective Date and may be terminated by either party at any time upon written notice. However, the receiving party's obligations under Section 2 with respect to the disclosing party's Confidential Information that has been disclosed to the receiving party during the term of this Agreement will survive any such termination unless and until such Confidential Information falls within Section 3. In addition, Section 6 and this Section 9 will survive any such termination of this Agreement.

10. This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be delegated, assigned or modified except by the written agreement of both parties. This Agreement will be governed by and construed using Hong Kong law, without giving effect to Hong Kong conflict of law provisions or to constructive presumptions favoring either party. Each of the Parties hereby irrevocably submits itself and its assets to the non-exclusive jurisdiction of the court of Hong Kong.

11. All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by fax or email (in either case confirmed by concurrent written notice sent First-Class Mail, postage prepaid), if to 6 Waves at the fax number or email address below and at the physical address above, and if to Participant at the fax number or email address and physical address set forth below, or to such other fax numbers or addresses as either party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

12. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall comprise but a single instrument. A signature delivered by facsimile or a .pdf file via email shall be deemed to be an original.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the Effective Date.

SIX WAVES INC.

By: _____
Name: Arthur Chow
Title: Chief Operating Officer
Email: arthur@6waves.com
Fax: +852 28939848

PARTICIPANT: Spry Fox LLC
By: _____
Name: David Edegy
Title: CEO
Email: david@spryfox.com
Fax: _____
Address: 8730 NE 124th St
Kirkland, WA 98034