

COMPANY NAME _____

**NON-DISCLOSURE, CONFIDENTIALITY, NON-CIRCUMVENTION AND NON-COMPETE
AGREEMENT**

Date: _____

To: _____

Address: _____

From: Company Name _____ (the "Company")

Re: Confidential disclosure of documentation and agreement not to circumvent or compete

Dear _____,

We refer to our recent discussions concerning a potential venture or relationship related to you and our Company. In order that we may proceed and so that we are prepared to disclose, or to arrange the disclosure to you of certain confidential information you have agreed to the acceptance of the following terms and conditions.

1. In this Agreement, "Confidential Information" means certain documentation and materials which have been developed by or on behalf of the Company its directors and principals, and which are proprietary to them and the copyright for which is vested in them and which are either directly or indirectly:

- a. disclosed to you by us or any of our employees or associates; or
- b. otherwise acquired by you from us or any of our employees or associates.

2. In consideration of our making Confidential Information available to you, you undertake that subject to paragraph 3 below, you will not without our prior written consent:

- a. disclose any Confidential Information to any third party;
- b. contravene or circumvent our relationship and carry on negotiations with parties we introduce to you, who have not been previously introduced to you;
- c. use any Confidential Information for any purpose other than assessing you interest in entering into any said investment arrangement; or
- d. copy (in any format) any Confidential Information.

3. The restrictions on use and disclosure set forth in paragraph 2 above shall not apply to any Confidential Information which:

- a. at the date of its disclosure to you is public knowledge or which subsequently becomes public knowledge other than by any act or failure to act on your part;
- b. is already known to you (as evidenced by your written records) at the date of countersignature of this Agreement and was not acquired directly or indirectly from us or from any of our employees or associates;
- c. is at any time after the date of countersignature of this Agreement acquired by you from any third party who did not acquire such information directly or indirectly from us or from any of our employees or associates to the extent only that you may lawfully use or, as the case may be, disclose such information;
- d. is required to be disclosed by applicable law or order of a court of competent jurisdiction or recognized governmental department or agency provided that prior to such disclosure you consult us as to the proposed form, nature and purpose of the disclosure.

4. You agree to further undertake:

- a. to limit access to Confidential Information to those of your employees or professional advisors who necessarily require the same for the purposes referred to in paragraph 2., b. above; and
- b. to inform each employee or advisors as aforesaid to whom Confidential Information is disclosed of the restrictions as to use and disclosure of Confidential Information contained herein and ensure that each such employee or advisor shall observe such restrictions;
- c. not disclose to any third party the existence or subject matter of this Agreement or of any of the arrangements or propose arrangements to which it relates; and
- d. to return to us on our making demand at any time all Confidential Information (and all copies thereof) in your possession or under your control.

5. In consideration of our agreement to provide you this information, you agree not to circumvent this agreement and with the information we provide you, provide the same to a competing program or yourself compete with us to the detriment of the program described in the information we are providing.

6. You additionally warrant and covenant that during the term of this Agreement, and for a period of two (2) years thereafter, you will not compete, directly or indirectly, by engaging in the creation, production, distribution, sale or marketing of any services or products substantially similar to those services, materials and products relating to that described as belonging to us in the Confidential Information and you also agree that you will not encourage and/or solicit any employee to leave our employment during this period.

7. You agree and understand that if we are apprised with reasonable evidence that you have breached these promises and covenants, that we may bring a legal action to enjoin you from such activities and also seek any and all damages and attorney fees we may suffer as a result thereof.

8. The construction, validity and performance of this Agreement shall be governed by the laws of the state of Nevada.

Please indicate your acceptance of the above terms by signing the enclosed copy of this Agreement in the space provided and return that copy to us.

Yours truly,

For and on behalf of: _____ (Company Name).

I/We hereby confirm my/our agreement to the terms and conditions set forth above.

By: _____

_____ (Print Name)

Date of countersignature: _____