

APPENDIX "B"

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

INTRODUCTION

This Mutual Confidential Evaluation Agreement, Non-Disclosure and Non-Circumvention Agreement (the "Agreement") is entered into between INT Partners LLP, a Colorado Limited Liability Partnership and other entities named below (hereinafter "INT et al.") and the recipient of disclosure whose name is set forth below ("Recipient") and is meant to be mutually protecting to both parties and their networks, resources, ideas, and proprietary information, per 8.09

The parties contemplate that INT et al. will disclose Confidential and/or Proprietary Information (as defined below) to Recipient, and they have entered into this Agreement to define the rights and duties of the parties concerning such disclosure.

1 Definition of Confidential Information

As used in this Agreement, "Confidential Information" shall mean:

- 1.01 All information (whether written, oral or electronic) and contacts furnished to Recipient by INT et al. It shall include, but not be limited to all computer software, knowledge bases, grant databases, consultant databases, specific company contacts and key personnel, content and products of various types, businesses or companies that may be potential merger, acquisition, and strategic alliance and/or partnership and/or exempt transaction and/or strategies and/or candidates, key legal, financial, marketing, wholesaling, consulting, cataloging and related business contacts, certain public and private companies interested in joint venturing and/or consulting and/or strategically partnering and/or merging and/or acquiring and/or being acquired in whole or in part and related assets, databases, computer source code, prototypes, product research and development, processes, formulas, materials, unique and/or specific, use of various fields, wavelengths, spectrums, waveform geometries, acoustic and/or optical principles/applications, performance specifications, techniques, parameters, principles, learning and teaching healing, psychological, biological, and integrating methods/applications, delivery systems/communication systems, know-how, engineering and other data compilations, analyses, forecasts, studies, marketing plans, pricing, financial information, designs, technology, business plans, financial and/or business transactions, intellectual plans and strategies, product dimensions, manufacturing methods, product functionality, concepts, processes, structures, external elements, product uses, documentation, market and financial plans, customers, prospects, sales techniques, and information relating to markets or other documents provided to or prepared by Recipient in furtherance of the development and commercialization of INT et al. products or services, new commercial, military or other applications not yet published by businesses seeking to expand.
- 1.02 Proprietary information includes software, web sites, patent applications, trade secrets, know-how, and working prototypes and components thereof, various programming and other content, various contacts and networks, various key business, all of which INT et al. considers to be confidential and proprietary.
- 1.03 All other information that relates to INT et al.'s operations, opportunities, finances, media, legal and business contacts and referral networks, personnel, or any third party confidential information disclosed to Recipient.
- 1.04 The terms and conditions of this Confidential Agreement, and the existence and content of the discussions between Recipient and INT et al..
- 1.05 INT et al. agrees that the confidentiality and use provisions of this Agreement shall not apply to any portions of the systems:
 - A That appears in issued patents or printed publications in possession of recipient in integrated form or that otherwise is or becomes generally known in the trade other than through the fault of Recipient or its agents.
 - B That Recipient can show by written records was in Recipient's possession prior to its disclosure by INT et al.; or
 - C That Recipient can show by written records came into its possession, without covenants of secrecy, from another party who is under no confidentiality obligation to INT et al. prior to recipients' contact with INT et al..
- 1.06 Specific aspects or details of the System(s), methods or contacts shall not be deemed to be published, generally known in the trade, or otherwise within the public domain, or to be in the possession of Recipient merely because the aspects of the System(s) are embraced by general disclosures in the public domain or in Recipient's possession. In addition, any combination or aspects of the System(s) shall not be considered in the public domain or in the possession of Recipient merely because individual elements thereof are in the public domain or in Recipient's possession unless the combination and its principles are in the public domain or in Recipient's possession. The burden of proving these exceptions to the confidentiality and use provisions of this Agreement resides with Recipient.
- 1.07 Certain media contacts, businesses and key owners, officers, directors, publications, writers, editors and referral networks will still be covered under non-circumvention, even if in print, as part of referral or public relations networks. Use of specific reporters at specific networks to be first to break stories, as requested by INT et al. will be honored, per mutual agreement, on a case by case basis, with the understanding that INT et al. gets to pick the first two reporters from its own preferred list (most especially the first one).

2 Nondisclosure and Nonuse of Confidential Information

- 2.01 Recipient acknowledges that Confidential Information is proprietary and trade secret information of INT et al., shall not disclose Confidential Information and if information gets disclosed, due to recipients action or inaction, will save harmless and correct any related problems and pay any related damages.
- 2.02 Recipient shall safeguard Confidential Information with reasonable security means at least equivalent to measures that it uses to safeguard its own proprietary information. Recipient shall store Confidential Information in a safe and secure location.

- 2.03 The fact conversations and negotiations between INT et al. and Recipient are taking place is Confidential Information and this fact is not to be disclosed. The subject or nature of the conversations and negotiations are not to be disclosed even without the mention of INT et al. as a party to the conversations.
- 2.04 Recipient agrees to receive and use Confidential Information solely for evaluation purposes related to its discussions with INT et al. and not to use Confidential Information for its own or any third party's benefit at any time. Recipient agrees to have each question, objections or concern full addressed by INT et al. to the satisfaction of INT et al. or else reimburse INT et al. for estimated time and expenses. Recipient may not use Confidential Information for any other purpose, and in particular, may not use it for the purpose of developing concepts, functions, or operations like those disclosed in Confidential Information.
- 2.05 Recipient may make copies of Confidential Information only as is necessary for its evaluation process. Recipient shall duplicate on any copy of Confidential Information all copyright, trademark, trade secret, confidentiality, and patent notices found on Confidential Information.
- A Recipient will designate evaluators who may be employees of or consultants contractually retained by Recipient and who shall be reasonably acceptable to INT et al.. INT et al. will make an initial disclosure of the System(s) or contacts within referral networks to the evaluators for the sole purpose of permitting them to reach an initial opinion of the commercial worth of entering a relationship with INT et al. and to make a recommendation to Recipient.
- B Recipient agrees that any employees, council or consultants evaluating Confidential Information disclosed by INT et al. do so only with permission of INT et al. and signed copies of this Agreement executed accordingly and received by INT et al..
- C INT et al. will disclose to the evaluators the details of the Systems and situations including design and manufacturing information, manufacturing and operation cost estimations, financing contacts and other information necessary to permit them to make an initial recommendation to Recipient concerning the System(s). Recipient recognizes that significant aspects of the System(s) are likely to be disclosed orally and, therefore, agrees that all or any part of the initial disclosure may be videotaped by INT et al. or otherwise recorded.
- D After the initial disclosure, the evaluators may disclose to Recipient their opinion and recommendation but shall have no right to disclose details of the System(s).
- E Recipient and the evaluators shall use their best efforts, including efforts fully commensurate with those employed by Recipient for the protection of its own trade secrets, to protect INT et al.'s technology disclosed to Recipient pursuant to this Agreement. Recipient and the evaluators shall be separately and collectively responsible for maintaining the technology in confidence.

3 **No Right in Confidential Agreement**

3.01 Nothing herein grants the Recipient any right in Confidential Information.

3.02 To the extent information is disclosed and concurrently or later identified as confidential in accordance with the terms of this Agreement, the information shall be subject to this Agreement

4 **No Warranty**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND.

5 **Mutual Non-Circumvention and Non-Contact of Individuals and Entities**

Recipient agrees not to contact any individuals or entities listed within confidential information provided by INT et al. without INT et al.'s written permission from a principal of INT et al.. Both parties agree to mutual non-circumvention of clients, financial and other related contacts.

6 **Return of Confidential Information**

6.01 Immediately upon receipt of INT et al.'s written request or when negotiations between INT et al. and Recipient cease (whichever is earlier), Recipient shall return to INT et al. all documents containing Confidential Information, including personal notes and memos.

6.02 Upon termination of this relationship or upon INT et al.'s request, Recipient shall promptly deliver to INT et al. all copies of the written or recorded information in whatever form, including but not limited to documents, electronic information, files, or other materials containing confidential information to INT et al. in its or its employees', consultants', or representatives' possession. Any oral information will continue to be subject to the term of this Agreement. Recipient will also provide a written statement attesting that Recipient has returned all such confidential information to INT et al..

7 **Equitable Relief**

7.01 Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information will cause immediate and irreparable harm to INT et al.. Recipient will save INT et al. and its key partners harmless and reimburse partnership and others affected for any related harm or damage Recipient will make full restitution and their costs would service any bankruptcy, re-organization, or closure of partnership by Recipients, thus allowing Recipients heirs, successors, assignees, etc. until INT et al., et. al. is made fully and satisfactorily whole. Accordingly, INT et al. will have the right to obtain preliminary and final injunctive relief to enforce this Agreement in case of any actual or threatened breach, in addition to other rights and remedies that may be available to INT et al..

7.02 Recipient acknowledges that remedies at law may be inadequate to protect INT et al. against any actual or threatened breach of this Agreement, and, without prejudice to any other rights and remedies otherwise available to INT et al., agrees to the granting of injunctive relief in INT et al.'s favor upon proof of breach of this Agreement or proof of other misappropriation of the Confidential Information. In the event of litigation to enforce or interpret this Agreement, the prevailing party may be awarded their reasonable attorney's fees and court costs so incurred.

7.03 If breach of Non-Disclosure results in damages of any type to INT et al. or any of INT et al.'s holdings, owners, employees, consultants, agents or projects, the Recipient agrees to immediate and complete reimbursement of damages to the satisfaction of INT et al. unless deemed otherwise in a court of law.

8 **General Provisions**

- 8.01 This agreement and the "Transaction Review Pre-conditions" (for prospective owners of INT et al. only) and "Non-Circumvention Agreement" constitutes the entire agreements of the parties (related to non-circumvention), together with any necessary schedules, concerning disclosure of Confidential Information and they supersede all prior or contemporaneous oral or written agreements concerning this subject. Compensation agreements are separate and negotiated case by case, with the understanding that all steps will be taken, as appropriate and available, for INT et al. and it's networks, partners and affiliates will be adequately and fairly compensated, in accordance with favorable standards, as relating to appropriate industries and compensation commensurate with providing appropriate benefits, as favorably as reasonably justified, including consulting fees, and/or equity and/or royalties, bonuses, etc. in accordance with highest industry standards on a best efforts basis. This includes making whole, the parties working together with INT partners LLP, including Way Happy Club LLP, SOP1 LLP SSP1 LLP, PPC partners, INT partners et all and various entities, partnerships, corporations, trusts websites and others, doing business together with intent of combining shared resources pro rata, beginning with time period establishing Transformationalbreakthroughs.org and various inventions and other contributions of value by Original Partner Steven, and related entities per subscription documents, memorandums, signature pages and exhibits.
- 8.02 In case of Recipient's breach of this Agreement, Recipient agrees to save INT et al. harmless and pay all of INT et al.'s and related partners costs of enforcing this Agreement, including court costs and reasonable attorney's fees.
- 8.03 This agreement may not be assigned by the Recipient and its obligations under these agreements may not be delegated, although others in recipients' networks (including employees, consultants, principals, assignees, alter-ego's, nominees, trustees, etc.)will be bound by the agreement and should sign copies, as needed.
- 8.04 This Agreement is binding on the successors, alter egos, etc. and assigns of the Recipient inures to benefit of INT et al.'s successors and assigns and is valid for five years after termination of relationships, unless agreed by INT et al. otherwise.
- 8.05 This Agreement may be amended only in writing and signed by both parties.
- 8.06 This Agreement will be governed by the substantive laws of the State of California. The parties agree to and waive all objections to venue and personal jurisdiction in this state.
- 8.07 This Agreement is effective as of the date signed by the Recipient. However, it shall apply with equal effect to any Confidential Information disclosed to Recipient before or after its effective date.
- 8.08 Should any provision of this Agreement be held invalid or unenforceable, the parties desire that it be modified by the court to conform as closely as possible to its original intent without being invalid or unenforceable, and that in such form it be enforced. Invalidity or unenforceability of a provision herein shall not affect the validity or enforceability of any other provision herein. Failure to enforce one part of this Agreement shall not be deemed a waiver of the entire Agreement or of other sections, terms or conditions of this Agreement.
- 8.09 **Mutual Non-Disclosure, Non-Circumvention & Confidentiality** – Both parties agree that any information, concepts or contacts shared in due diligence by either side are to have reciprocal and mutual protections from both sides with equal terms, rights and enforceability and not to contact or in any way circumvent any applicable contacts without permission from whoever furnished the contact.

Agreed to by the parties:

INT Partners LLP

Recipient:

(Street Address)

(City, State, Zip)

(Phone/Fax/E-mail)

By: _____

By: _____

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

Date: _____

Date: _____