



NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is executed by and between INTELLYS CORPORATION, a Texas corporation ("Company"), whose corporate address is 621 West College Street, Grapevine, TX, 76501, and _____, the undersigned person, firm, corporation or entity ("Signer").

RECITALS

- A. The Company desires to engage in communications with Signer regarding certain business opportunities and/or engage Signer to provide certain services to the Company in connection with the development, improvement, manufacturing, and/or marketing of the Company's products and services (collectively, "Engagement").
- B. In connection with such Engagement, Signer may be given access to, generate, or otherwise come into contact with certain proprietary confidential information and/or trade secrets of the Company, its clients, customers, and/or vendors.
- C. The parties desire to prevent the unauthorized disclosure and use of such information and the Company would not enter into such Engagement without Signer's acceptance of this Agreement's terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the parties hereto mutually agree as follows:

1. Proprietary Information: For purposes of this Agreement, "Proprietary Information" means any information relating to the business of the Company that has not previously been publicly released by duly authorized representatives of the Company and includes (but is not limited to) information relating to or encompassed in the Company's products and services, new and future products and services, proposals, forecasts, designs, drawings, marketing and sales plans, financial information, costs, pricing information, hardware and hardware configurations, software and software configurations (including source code, object code, algorithms and models), customer and vendor information, customer lists, vendor lists, information regarding the identities, skills and compensation of the Company's employees, agents, and vendors, licenses, discoveries, inventions, other works of authorship, development information, and all trade secrets, methods, concepts, know-how or ideas of the Company as well as confidential information belonging to the Company's clients, customers, and vendors that has not been disclosed directly to Signer by such clients, customers, or vendors. Signer agrees to regard and preserve as strictly confidential all Proprietary Information, whether in written or other physical form or otherwise, and to use its best efforts to cause Signer's employees, independent contractors, officers, directors and agents (collectively, "Signer's Agents"), if any, to regard and preserve as strictly confidential all Proprietary Information. The following provisions apply to the Proprietary Information:

(a) Signer will not, and will cause the Signer's Agents not to, without written authority from the Company's President to do so, directly or indirectly, use any Proprietary Information for Signer's or Signers Agents' benefit or purposes, nor disclose any Proprietary Information to others, either during the term of Signer's association with the Company or thereafter, except as authorized by the terms of any written agreement between Signer and the Company. Signer recognizes that all such Proprietary Information, whether developed by Signer or by someone else, is the sole and exclusive property of the Company.

(b) All Proprietary Information and all of Signer's interest in trade secrets, trademarks, computer programs, applications, customer information, customer lists, employee lists, vendor lists,

products, procedures, copyrights and developments created or developed by Signer during the term of this Agreement as a result of, or in connection with, Signer's Engagement with the Company, shall be the sole and exclusive property of the Company and shall be deemed work made for hire for purposes of the United States copyright laws. Without further compensation, but at the Company's expense, forthwith upon request of the Company, Signer shall execute any and all such assignments and other documents and take any and all such other action as the Company may reasonably request in order to vest in the Company all of Signer's right, title and interest in all of the aforesaid items, free and clear of any and all liens, claims and encumbrances of any kind or nature whatsoever.

(c) Signer agrees to employ all necessary safeguards and precautions in order to ensure that unauthorized access to the Proprietary Information is not afforded to any person, firm, corporation or entity. Signer agrees to limit disclosure of the Proprietary Information to Signer and Signer's Agents for use only during the term of the Engagement and only to the extent necessary. Prior to providing access to the Proprietary Information to Signer's Agents, Signer shall inform such agents of the strictly confidential nature of the Proprietary Information and cause such agents to agree to act in accordance with this Agreement's terms. Signer assumes liability for violations of this Agreement by Signer's Agents.

(d) Upon termination of the Engagement, or upon the earlier request by the Company, Signer agrees to promptly return to the Company all Proprietary Information in Signer's and Signer's Agents' possession, without retaining any copies, extracts or other reproductions thereof. Any oral Proprietary Information shall continue to be subject to the Agreement's terms.

2. Injunctive Relief: Signer acknowledges that the unauthorized disclosure or use of any Proprietary Information and any breach or threatened breach of any of the covenants contained herein shall result in imminent irreparable injury to the Company or its clients, customers, and vendors, which cannot be remedied by money damages. Accordingly, Signer agrees that the Company and, where appropriate its clients, customers, or vendors, are entitled to obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, without necessity for posting bond, in addition to any other legal remedies which may be available. Signer further acknowledges and agrees that the covenants contained herein are necessary for the protection of Company's legitimate business interests and are reasonable in scope and content.

3. Anti-Piracy: Signer acknowledges that, by virtue of the Engagement, the Company contemporaneously herewith is providing Signer with Proprietary Information concerning the identities and skills of the Company's employees, consultants, and vendors, and Signer would not have this Proprietary Information but for Signer's execution of this Agreement. Ancillary to or part of the enforceable agreements and promises set forth in this Agreement, including those covenants set forth in paragraph 1, Signer agrees that, during the Engagement and for a period of thirty-six (36) months following the Engagement's termination, regardless of the reason for such termination, Signer will not, directly or indirectly, hire, employ, or otherwise retain the services of any employee, consultant, or vendor of the Company with whom Signer became aware during the Engagement. The restrictions contained in this paragraph shall be limited in geographic scope to North America, Asia, and Europe.

4. Confidential Dealings: Signer agrees to regard and preserve as strictly confidential the existence and nature of the business dealings between Signer and the Company. Signer, including employees and representatives performing Signer's business development, sales, or marketing functions, are prohibited from disclosing the existence or nature of the Company's relationship and business dealings with Signer to any third-party. Except as authorized in a writing signed by the Company's President, Signer agrees not to discuss, cite, reference, publicize, or otherwise disseminate—whether on Signer's website, in its sales or marketing materials or otherwise—the existence of a relationship between Signer and the Company, the Company's past, present, or anticipated use of certain of Signer's products or services, the nature of the Company's past, present, or anticipated use of certain of Signer's products or services, or the Company's decision not to use or to discontinue using certain of Signer's products or services.

5. Enforceability: The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Signer against the Company whether predicated on this Agreement or otherwise.

6. Governing Law, Jurisdiction and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to conflicts of laws principles. The parties hereby expressly consent to the personal jurisdiction of the state and federal courts located in Tarrant County, Texas for any dispute arising from or relating to the parties' association, including the Engagement and this Agreement, and that

venue for any such disputes shall be exclusively in the state or federal courts with jurisdiction over Tarrant County, Texas.

7. *General:* Except as set forth herein, this Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both the Signer and the Company's President. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Signer at Signer's address set forth below or to the Company at its principal office, attention of the President, or otherwise as directed by the Company, from time to time. Non-compliance with any one paragraph of this Agreement shall not have an effect on the validity of any other part of this Agreement. The provisions of this Agreement shall survive the termination of the Engagement, however caused.

EXECUTED by the parties on this ____ day of _____, 200_.

SIGNER:

Signature

Printed or Typed Name

Company Name: _____

Title: _____

Address: _____

Phone: _____

E-Mail: _____

INTELLYS CORPORATION:

By: _____, President