

NONDISCLOSURE AND NON-CIRCUMVENT AGREEMENT

THIS AGREEMENT is made as of _____, between Ivy League Consulting, LLC (“Company”), and _____, (“Consultant”), together “The Parties.”

1. Purpose. The Parties wish to explore a business possibility in connection with which the Company may disclose Confidential Information to Consultant and create a business relationship, (the “Relationship”) without fear that Consultant will circumvent or compete.

2. Definition of Confidential Information. “Confidential Information” means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, Consultants, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally and in writing, is confirmed promptly in writing as having been disclosed as confidential or proprietary, or is obviously confidential or proprietary. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party files and records immediately prior to the time of disclosure; or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the receiving party; or (iii) is approved by the respective party, in writing, for release; or (iv) the receiving Party can prove that it had been developed by the receiving Party independent of any Confidential Information disclosed by the other Party and prior to the signing of this agreement. Confidential Information specifically includes information obtained from other parties with whom the Company has entered into confidentiality or non-disclosure agreements. Confidential Information shall, without limitation, include the names of companies who may be introduced by Company and with whom Consultant shall not circumvent Company by any dealing that circumvents the Company or its interests.

3. Non-Disclosure of Confidential Information. Consultant agrees not to use any Confidential Information disclosed to him by the Company for his own use or for any purpose except to carry out discussions concerning, and the undertaking of, the Relationship. Consultant will not disclose any Confidential Information of the Company or of those with whom the Company has a non-disclosure or confidentiality agreement to third parties. Consultant agrees that they will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information 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 the highest degree of care that Consultant utilizes to protect his own Confidential Information of a similar nature.

4. Return of Materials. Any materials or documents which have been furnished by the Company to Consultant in connection with the Relationship and all tangible material containing Confidential Information including, but not limited to: notes, summary memorandum, translations, drawings, etc., will be promptly returned by Consultant, accompanied by all copies of such documents, within ten (10) days after: (i) the Relationship has been terminated; or (ii) the written request of the Company, whichever date may be the latest.

5. Patent or Copyright Infringement. Nothing in this Agreement is intended to grant any rights under any patent or copyright.

6. Non-Circumvent and Non-Compete. Consultant will be introduced to technologies and relationships by reason of his work with the Company. Consultant agrees he will not compete with or attempt to circumvent the Company by working for, owning or participating in any way in businesses competitive with the Company. This paragraph does not in any way limit or otherwise diminish the force of the other non-disclosure or confidentiality provisions of this Agreement.

6. Term. This Agreement shall remain in effect for a period of two (2) years from the effective date unless otherwise terminated by either party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

7. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with the law of the state of Arizona.

Consultant

By: _____

Title: _____

Ivy League Consulting, LLC

By: _____

Title: _____