

CONFIDENTIALITY, NON CIRCUMVENT AGREEMENT

This Agreement is entered into this ____th day of _____, 2007 by and between _____ (hereinafter "Recipient") with offices at:

and (Raven Knight) with offices at 1252 Barbara Dr., Vista, CA 92084 USA (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to Product development, financial, personal and proposal information that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of a business alliance and the development of customized products of the Discloser for offering to businesses and government entities known to the Recipient.

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure.** Discloser proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by the Discloser. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require the Discloser to disclose any of its information.

2. Confidentiality.

2.1 **No Use.** Recipient agrees not to use the Confidential Information in any way, and/or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 **No Disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to the Discloser and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the Discloser, and shall disclose it only to its officers, directors, or employees with a specific need to know.

2.3 **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of the Discloser, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to the Discloser regarding destruction within ten (10) days thereafter.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) Was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) Has become publicly known through no wrongful act of Recipient;
- (c) Was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) Was independently developed by Recipient without use of the Confidential Information; or
- (e) Was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Non Circumvent of Parties to this Agreement. Both parties agree not to circumvent each other in dealing with the contacts of the other. Each party agrees to negotiate directly and solely with and through the other to any new potential clients, sales, financing, joint ventures, mergers, acquisition or other opportunities, which one makes known to the other, and each shall specify the particular capital sources and/or project. Both parties agree not to contact the clients, vendors, employees past or present, or any other entity associated with the other for any reason related to the other, without written consent of the other and will take all the necessary precautions to insure that the parties' clients will not communicate directly without written consent.

6. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (Raven Knight)

Signed: _____

Print Name: Ann Diener _____

Title: _____

Date: _____

RECIPIENT Company (_____)

Signed: _____

Print Name: _____

Title: _____

Date: _____