

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ (month), ____ (year), between _____, (hereinafter “Disclosing Party”), and _____ (_____), (hereinafter “Receiving Party”).

BACKGROUND The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies and business topics (the “Invention”) which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. **DEFINITIONS**

- 1.1. “**Invention**” shall mean all information relating to business programs, products, applications, systems, components, technologies and business topics having to do with:
- (a) All Brabus Ventures divisions including but not limited to Brabus Real Estate and any and all other divisions, programs and like under Brabus Ventures Corporation that are disclosed.
- 1.2. “**Confidential Information**” shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this agreement. Confidential Information shall not include any of the following:
- (a) Such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 - (b) such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 - (c) Such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- 1.3. “**Disclosing Party**” shall mean the party disclosing information to the other relating to the Invention.

1.4. “**Receiving Party**” shall mean the party receiving information from the other relating to the Invention.

2. USE OF CONFIDENTIAL INFORMATION

The Receiving Party agrees to:

- (a) Receive and maintain the Confidential Information in confidence;
- (b) Examine the Confidential Information at its own expense;
- (c) Not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- (d) Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information in whole or in part to any person, firm, corporation or third party without the express written consent of Disclosing Party;
- (e) limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- (f) Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- (g) Make no commercial use of the same or any part thereof either directly or indirectly nor use the Confidential Information to obtain any commercial advantage or otherwise to exploit the same without the prior written consent of the disclosing party.
- (h) not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- (i) Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

3. RETURN OF CONFIDENTIAL INFORMATION All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within 15 days of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

4. NON-ASSIGNABLE This agreement shall be non-assignable by the Receiving Party unless prior

Disclosing Party _____

Receiving Party _____

written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

5. DISCLAIMER

5.1 All rights in Confidential Information are reserved by the disclosing party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other industrial property right now or in the future held, made, obtained or licensable by either party.

5.2 Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into the aforesaid business relationship or shall preclude, impair or restrict either party from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

6. INDEMNITY

6.1 If either party shall break any of the terms of this agreement the party in default shall indemnify and keep indemnified the other from and against all costs, claims, demands, liabilities, expenses, damages or losses, (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) incurred or suffered by them by reason of or in connection with any such breach;

6.2 The parties acknowledge that damages alone would not be an adequate remedy for any breach of the provisions of this agreement and, accordingly, without prejudice to any and all other rights or remedies, both acknowledge that the other shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement.

7. **NOTICES**All notices under this Agreement shall be in writing, sent by telex, facsimile or first-class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

8. **TERMINATION**This Agreement shall continue in full force from the date hereof for no less than 3 years. The provisions in Clause 1, 2 and 3 shall survive beyond 3 years.

9. **GOVERNING LAW** This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of _____ (State), notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

10. **NO LICENSE** Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppels or otherwise, any right or license to any patent, trade secret,

invention, trademark, copyright, or other intellectual property right.

11. BINDING NATURE OF AGREEMENTThis Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. ENTIRE AGREEMENTThis Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

12. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted by an arbitrator acceptable to all parties or as provided by the American Arbitration Association and in accordance with the rules thereof, conducted in Nevada, or in any other convenient forum agreed to in writing by the parties. Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of proper jurisdiction. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of the Confidential Information.

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

Disclosing Party

Receiving Party

By: _____

By: _____

Date: _____

Date: _____