

Von Johnson and Associates, Inc.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is effective as of _____, 20__ by and between Von Johnson and Associates, Inc., having a place of business at 2829 North Glenoaks Blvd, Suite 106, Burbank, California, 91504 and _____ having a place of business at _____

WHEREAS, the parties to this Agreement have a mutual interest in communicating about _____ (hereinafter such purpose shall be referred to as the "Permitted Use"), and expect such communications may include disclosure of information which either party deems confidential and/or proprietary; and

WHEREAS, each party ("the receiving party") agrees to receive as and keep confidential information received from the other party ("the disclosing party") which such other party identifies as confidential and/or proprietary information for the Permitted Use only.

THEREFORE, the parties to this Agreement agree to the following terms and conditions with respect to receipt and use of such confidential and/or proprietary information:

1. Any confidential and/or proprietary information which is in written, graphic, electronic or any other tangible form and which disclosed by the disclosing party to the receiving party shall be clearly and conspicuously marked as CONFIDENTIAL and/or PROPRIETARY by the disclosing party. Any disclosure of confidential and/or proprietary information which is made orally or in any other non-tangible form by the disclosing party to the receiving party shall be (i) identified as confidential and/or proprietary at the time of disclosure by the disclosing party to the receiving party; and (ii) described in writing provided to the receiving party within thirty (30) business days of the date of disclosure. (All such confidential and/or proprietary information is hereinafter collectively referred to as "Proprietary Information".) Proprietary Information shall include, without limitation, know-how, data, notes, processes, techniques, designs, drawings, specifications, programs (including computer programs), formulas and/or engineering, manufacturing and/or other information including technical information, and/or marketing, financial, sales, supplier, customer, employee and/or investor information.
2. The receiving party agrees not to distribute, disclose, publish or disseminate the Proprietary Information received from the disclosing party in any way to anyone (except its employees and/or consultants involved in the Permitted Use thereof) or to use the Proprietary Information received from the disclosing party for any purpose other than for the Permitted Use.

The obligations of confidentiality and non-use imposed by this provision are limited as follows:

- a. The obligations of confidentiality and non-use shall not apply to information which:
 - (i) is or becomes available to the public from a source other than the receiving party;
 - (ii) is released by the receiving party with the express written consent of the disclosing party;
 - (iii) is lawfully obtained by the receiving party from a third party without restriction; and/or
 - (iv) can reasonably be shown to have been developed by the receiving party independently of any such disclosure by the disclosing party.
- b. The receiving party may disclose any Proprietary Information which is required to be disclosed pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, provided that

the receiving party shall advise the disclosing party in a timely manner prior to making any such disclosure to enable the disclosing party to apply for such legal protection as may be available with respect to the confidentiality of the Proprietary Information.

3. The receiving party shall ensure that suitable undertakings of confidentiality and non-use are imposed with respect to the Proprietary Information received from the disclosing party upon its present employees and/or consultants, as well as upon its future employees and/or consultants, both for the period of their employment (and/or term of consulting) and for a period of time thereafter sufficient to satisfy the obligations of confidentiality and non-use set forth in this Agreement.
4. All Proprietary Information provided by the disclosing party to the receiving party shall remain the property of the disclosing party and shall be promptly returned to the disclosing party by the receiving party upon receipt of a written request therefore from the disclosing party.
5. The term of this Agreement shall be one (1) year from the effective date of this Agreement. However, the obligations under this Agreement shall survive termination or expiration of this Agreement for a period of five (5) years after the date any Proprietary Information is received by the receiving party from the disclosing party.
6. This Agreement shall be governed by and construed, and any claim or controversy arising with respect thereto shall be determined, in accordance with the laws and in the competent courts of the State of California (excluding its body of law controlling conflict of laws).
7. This Agreement does not in any way convey to the receiving party any right or license with respect to any Proprietary Information provided by the disclosing party, except that the receiving party may use the Proprietary Information received from the disclosing party for the Permitted Use.
8. Nothing in this Agreement, or in the communications held pursuant thereto (unless agreed to in writing and signed by a duly authorized representative of the party to be bound thereby), shall be construed as obligating either party to any additional or future course of dealing.
9. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

10. This Agreement is non-assignable without the prior written consent of the non-assigning party, except, however, in connection with a transfer of substantially all of the assets of the assigning party which relate to the subject matter of the communications held pursuant to this Agreement and provided that the non-assigning party is given prior written notice of such assignment and the assignee shall have assumed in writing all of the duties and obligations of the assigning party.
11. If at any time a party shall elect not to assert its rights under any provision of this Agreement, such action or lack of action in that respect shall not be construed as a waiver of its rights under such provision or of any other provision of this Agreement.
12. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions or parts thereof shall continue to be fully operative.
13. This Agreement acts forth the entire Agreement and understanding between the parties as to the subject matter herein and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Agreement, other than expressly provided for herein or as duly set forth on or subsequent to the date hereof in writing signed by a duly authorized representative of the party to be bound thereby.

ACCEPTED AND AGREED TO BY:

ACCEPTED AND AGREED TO BY:

Von Johnson and Associates, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____