

CONFIDENTIALITY AGREEMENT

Gregory L. Foutz, Managing Member Adminovation Technologies, LLC a Delaware Company and or any of its affiliated companies listed or not, ("ADMINOVATION"), located at 1104 S. Mesa Drive, Mesa, AZ 85210 and _____ (name), _____ (title) of _____, ("COMPANY" hereinafter) a _____ (domicile state) company located at _____

acknowledge that, in the course of performing their respective Due Diligence regarding a possible financing, new business relationship, technology transfer, outsourcing relationship, joint venture, merger or acquisition by ADMINOVATION that information of a confidential and proprietary nature ("Confidential Information") will be exchanged.

Confidential Information.

Mutual Nondisclosure. Both parties have obtained, and may obtain from each other in the course of performing daily duties under this Agreement, Confidential Information (as hereinafter defined) concerning ADMINOVATION's business and or COMPANY's business. All such Confidential Information shall be and remain the sole property of ADMINOVATION and COMPANY shall have no interest therein, or rights with respect thereto, and both parties shall take all necessary precautions to prevent any unauthorized disclosure of Confidential Information.

For purposes of this Agreement, "Confidential Information" means all customer lists, all prices, fee amounts and information with respect thereto, any trade secrets or confidential information, any business methods, practices or forms, and any business policies, sales or service techniques, software products and technology, software licenses and or agreements, intellectual properties, or other information relating to or dealing with both parties business and or technologies related to such a business. Confidential Information does not include any information that: (a) is in the public domain or hereafter becomes known to the public through no fault of either party; (b) is subsequently obtained by either party from an independent, third-party source having no obligation of confidentiality, directly or indirectly, to either party; or (c) the disclosure of which is required by law. If a possibility exists that disclosure may be ordered by a court of law, each party shall give the other at least thirty (30) days prior written notice of such possibility so that the non-defending party may have the opportunity to contest such disclosure.

Both parties recognize that the other is engaged in a highly competitive business, the success of which is dependent upon confidential and proprietary information. Both parties agrees that it will maintain in strict secrecy and confidence all confidential, proprietary or other information relating to the business of the other party, which information is obtained by or comes into the other parties knowledge or possession during the period of the parties engagement. Furthermore, either party will not, unless first authorized in writing by the other, disclose to any person, firm or other entity, or use for the other parties own benefit or for the benefit of any person, firm or other entity, at any time, either during or subsequent to the term of the other parties employment, any confidential information, except as required in the performance of the companies duties on behalf of either party. For purposes of this Agreement, confidential information will include, without limitation, any trade secrets, knowledge or information with respect to processes, formulas, techniques, procedures or know-how unique to either party, or to which either party has been given access in confidence by a third party pursuant to any agreement with that third party, including any business methods or forms, the names of any of parties customers or vendors, the prices either party obtains or has obtained or at which either party sells or has sold its products or services, or at which either party has bought materials, components, services or other supplies, or any other information of, about or concerning the business of the other, The parties relations with each other, including salaries, job classifications, skill levels, and either parties manner of operation, either parties inventions and intellectual properties, either parties plans or any other data of any kind, nature or description. Both Parties understands and agrees that all confidential information is important, material and confidential and

1 gravely affects the effective and successful conduct of the business of the other and both parties goodwill, and
2 that any breach of the terms of this paragraph is a material breach hereof. The provisions of this section shall not
3 apply to information that (i) is, was or becomes generally known or available to the general public or the
4 industry other than as a result of a disclosure by either party in violation of this Agreement, or (ii) is required to
5 be disclosed by law. Both parties shall advise the other, in writing, of any request, including a subpoena or
6 similar legal inquiry, to disclose any such confidential information, so that the other party can seek appropriate
7 legal relief.

8 **NonSolicitation.** Both parties covenants and agrees that, during the term of this engagement with each other
9 (including any renewal thereof) and for a period of thirty six (36) months, from and after the termination of this
10 Agreement, or if such period is deemed excessive by a court if competent jurisdiction than twenty four (24)
11 months, from and after the termination of this Agreement, or if such period is deemed excessive by a court if
12 competent jurisdiction then twelve (12) months, from and after the termination of this Agreement, regardless of
13 the reason therefore, neither party nor any person or entity controlled (directly or indirectly) by either party,
14 whether as owner, principal, agent, director, officer, manager, partner, member, participant, stockholder (except
15 as a holder of less than five percent (5%) of the issued and outstanding stock of a publicly traded corporation or
16 entity), or in any other capacity, shall (a) solicit or attempt to solicit or cause to be solicited, the nature of which
17 solicitation is in competition with the other party, any relationships with third parties the other party had no
18 benefit from prior to disclosure, the business or patronage of a person, firm or other entity with which or with
19 whom either party has dealt while an employee of said company, or (b) induce, attempt to persuade, or solicit
20 any officer, director, employee, or agent of either company to terminate his, her or its relationship with said
21 company. The month/year period referred to in this Section shall be stayed during any violation or breach of the
22 terms of this Section 6.

23 **Return of Property.** Immediately upon the termination of this engagement with the parties, for any reason,
24 both parties shall return to the other, any and all property of the other party, and all copies thereof, including but
25 not limited to, all documents, agreements, schedules, statements, customer lists, supplier lists, plans, training and
26 other manuals and materials, financial data, memoranda, specifications, client information, and all other written
27 information that is in the possession or control (direct or indirect) of the other party whether or not prepared by
28 or for the other. Upon the termination of COMPANY'S engagement with ADMINOVATION, for any reason,
29 both parties will promptly deliver to the other all keys, supplies, documents and equipment that it may have in its
30 possession or control.

31 **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given
32 when delivered in person, or three (3) business days after being placed in the hands of a courier service (e.g.,
33 DHL or Federal Express) prepaid or faxed, provided that a confirming copy is delivered forthwith as herein
34 provided, *[or five (5) business days after being deposited in the United States mail, postage prepaid, registered*
35 *or certified mail]* addressed as follows:

36 If to ADMINOVATION:

37 Adminovation Technologies, LLC
38 1104 S. Mesa Drive
39 Mesa, AZ 85210

40 Attention: Gregory L. Foutz
41 FAX: (480) 755-1088

42 If to COMPANY

43 _____
44 _____
45 _____
46 FAX: (____) _____

36 With a copy to:

37 Sara R. Ziskin, Esq.
38 Gallagher & Kennedy
39 2575 E. Camelback Road
40 Phoenix, Arizona 85016-9225

41 FAX: (602) 530-8500

42 with a copy to:

43 _____
44 _____
45 _____
46 FAX: (____) _____

1 **Non-Waiver.** The failure in any one or more instances of a party to insist upon performance of any of the terms,
2 covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement or the
3 waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be
4 construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same
5 shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver
6 shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

7 **Provisions Severable.** The provisions of this Agreement are independent of and severable from each other, and
8 no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any
9 other or others of them may be invalid or unenforceable in whole or in part.

10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be
11 an original, and all such counterparts shall constitute but one instrument.

12 **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws
13 of the State of Arizona without regard to the conflicts of laws principles of such state.

14 **Jurisdiction and Venue.** Both parties to this Agreement consent to the sole jurisdiction and venue of the Courts
15 of the State of Arizona, for the adjudication of any disputes concerning the validity, interpretation and
16 performance (including any alleged non-performance) of this Agreement and/or claims arising from the
17 relationship between the parties created by this Agreement.

18 **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

19
20
21 **ADMINOVATION TECHNOLOGIES, LLC.** _____
22 **An Delaware Company** a _____ company
23
24 _____
25 Gregory L. Foutz _____ (name)
26 Managing Member _____ (title)