

Non-Disclosure Agreement

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") is made, entered into, and effective as of the ___ of _____ by and between Generation P Consulting Ltd., _____ (collectively referred to herein as the "parties"). Within the context of this Agreement, when a party is disclosing information it shall be referred to as the Disclosing Party. When a party is receiving information it shall be referred to as the Receiving Party. The prohibitions and agreements contained herein shall apply equally to both parties.

For valuable consideration including the establishment of a confidential relationship between the parties and discussions potentially leading to further negotiations and agreements, the parties hereto hereby agree as follows:

1. For purpose of this Agreement, the term "Confidential Information" shall mean all information, including without limitation conversations, documents, data, logins and passwords and other access credentials, reports, interpretations, notes, graphics, opinions, forecast and any and all other records, financial statements, agreements, contracts, knowhow, inventories, projections, customer names, customer requirements, materials, details, programs, software, specifications, techniques, properties, methods, manufacturing processes, marketing and sales methods and techniques, employee lists and information regarding employees such as work habits, skills, and areas of expertise, products and services, as well as future and proposed products and services, and other data, or any combination thereof, whether or not the Disclosing Party is the owner of such Confidential information, which is disclosed to the Receiving Party by the Disclosing Party, designated by the Disclosing Party as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and designated as confidential in a writing delivered to the Receiving Party within thirty (30) days after such time whether or not economic value may be obtained from its disclosure or use by others.

The term Confidential Information shall not apply to information which:

(a) was in the public domain or generally available to the public prior to receipt thereof by the Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public before any wrongful act of the Receiving Party or an employee or agent of the Receiving Party;

(b) (i) was in the possession of the Receiving Party without breach of any obligation hereunder to the Disclosing Party prior to receipt from the Disclosing Party or is later received by the Receiving Party from a third Party, unless the Receiving Party knows or has reason to know of an obligation of secrecy of the third party to the Disclosing Party with respect to such information; or (ii) is developed by the Receiving Party independent of such information received from the Disclosing Party; or

(c) has previously been disclosed by the Disclosing Party to third parties without obligation of secrecy.

Notwithstanding anything to the contrary contained herein, Confidential Information may be

disclosed by a Receiving Party to the extent required by law, provided that the Receiving Party notifies the Disclosing Party prior to such disclosure so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.

2. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party.

3. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit other than in connection with its consideration, analysis and negotiation of any contract, agreement or other relationship between the Disclosing Party and the Receiving Party, nor publish or otherwise disclose to others, or permit any use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential information.

4. The Receiving Party shall carefully restrict access to the Confidential Information received from the Disclosing Party to those of its officers, directors, employees, partners, professional advisors and business associates, who clearly need such access in order to participate on behalf of the Receiving Party in the consideration, analysis and negotiation of any such contract or agreement, or the advisability thereof, with the Disclosing Party. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to this paragraph that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

5. The Receiving Party shall take all necessary actions to protect the confidentiality of the Confidential Information, except for its disclosure pursuant to paragraph 4 above, and hereby agrees to indemnify the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

6. The Receiving Party shall not solicit the employment of, or the termination of employment with the Disclosing Party, of any employee, officer, or director of the Disclosing Party.

7. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information or the solicitation of any employees, officers or directors of the Disclosing Party in violation of this Agreement shall constitute unfair competition, and may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply, without the need to post bond, to a court of competent jurisdiction for an order restraining any such violation and for such other relief as the Disclosing Party shall deem appropriate. The right of the Disclosing Party to enjoin a violation of this Agreement is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity

8. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials containing the Confidential Information immediately in the event that your consideration of establishing a relationship with the Company terminates, or upon the written request of the Disclosing Party; provided, however, that any failure by the Disclosing Party to request the return of such materials shall not affect the duties of the Receiving Party as

provided for in this Agreement.

9. This Agreement shall continue in full force and effect until modified by a subsequent written agreement executed by the parties hereto.

10. This Agreement and the Receiving Party's obligations hereunder shall be binding on the representatives, assigns, and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

11. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees.

12. This Agreement constitutes the sole understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the agreements.

13. This Agreement shall not be construed to grant either party any patent license, know-how license, any other intellectual property right or any other rights except as specifically provided herein.

14. Except as specifically provided herein neither Party makes any warranty, express or implied, with respect to information supplied hereunder.

WITNESS THE SIGNATURES of the parties hereto the day and year first above written.

This agreement has been agreed and has been executed as of the day and year first written above.

On behalf of Generation_P Consulting Ltd.:

On behalf of _____:

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Address:

Fax:

Fax: