

This Confidentiality Agreement ("Agreement") is made and effective the _____ by and between _____ ("Company") and Wandara Consulting ("Consultant").

1. Confidential Information.

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

A. Confidential Information and Materials

a) "Confidential Information" shall mean any nonpublic information that the Consultant specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Consultant creates or produces in the course of performing services for the Company. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), sales and customer information, the Company's business policies or practices, information received from others that the Company is obligated to treat as confidential, and other materials and information of a confidential nature.

(b) "Confidential Information" shall not include any materials or information which the Company shows: (i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Consultant; or (ii) is legally known to the Consultant at the time of disclosure by the Company; or (iii) is furnished by the Company to third parties without restriction; or (iv) is furnished to the Consultant by a third party who legally obtained said information and the right to disclose it.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

2. Consultant's Obligations.

A. Consultant agrees that the Confidential Information is to be considered confidential and proprietary to Company and Consultant shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Company, and shall disclose it only to its officers, directors, or employees with a specific need to know. Consultant will not disclose, publish or otherwise reveal any of the Confidential Information received from Company to any other party whatsoever except with the specific prior written authorization of Company.

B. Confidential Information furnished in tangible form shall not be duplicated by Consultant except for purposes of this Agreement. Upon the request of Company, Consultant 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 Consultant's option, any documents or other media developed by the Consultant containing Confidential Information may be destroyed by Consultant. Consultant shall provide a written certificate to Company regarding destruction within ten (10) days thereafter.

3. Term.

The obligations of Consultant herein shall be effective **1 (one) year** from the date Company last discloses any Confidential Information to Consultant pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Consultant, nor by the rejection of any agreement between Company and Consultant, by a trustee of Consultant in bankruptcy, or by the Consultant as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information.

Consultant shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Consultant; is rightfully received by Consultant without obligations of confidentiality; or is developed by Consultant without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Company along with the asserted grounds for disclosure.

5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Consultant agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity.

Consultant agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Company.

7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Colorado and Consultant consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Consultant agrees that in the event of any breach or threatened breach by Consultant, Company may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Company against any such breach or threatened breach.

8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment.

Consultant may not assign this Agreement or any interest herein without Company's express prior written consent.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Consultant:

Wandara Consulting

4830 Teton Place

[Consultant]

[Consultant's Address]

If to Company:

[Company]

[Company's Address]

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Attorneys' Fees.

In the event of a breach by any party with respect to the subject matter of this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including reasonable attorneys' fees and costs incurred in resolving or settling the dispute. These costs and expenses shall be in addition to any other damages to which the prevailing party may be entitled.

14. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

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

COMPANY:

Name Address

By:

Signature Name Title Date

CONSULTANT:

Wandara Consulting 4830 Teton Pl, Colorado Springs, Co. 80918
Name Address

By:

Signature Name Title Date