

## MUTUAL NONDISCLOSURE, NONCIRCUMVENT, AND CONFIDENTIALITY AGREEMENT

This Mutual Nondisclosure, NonCircumvent, and Confidentiality Agreement (“**Agreement**”) is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ between PREFERRED TRUST COMPANY, LLC (“PTC”) and \_\_\_\_\_ (“Company”), whose principal place of business is at \_\_\_\_\_, collectively the “Parties”.

1. Purpose. The parties wish to explore business opportunities of mutual interest and in connection with these opportunities, each party may disclose to the other certain confidential technical and business information or opportunities that the disclosing party desires the receiving party to treat as confidential.

2. “Confidential Information” means any information disclosed by either party to the other party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including but not limited to documents, prototypes, samples, and opportunities,), which is designated as “Confidential,” “Proprietary,” or some similar designation, or can reasonably be understood as to be confidential under the context in which it is delivered. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to the disclosing party by third parties. Confidential Information will also include any business opportunities that are disclosed to the Receiving Party under this relationship, including but not limited to the names of any contacts associated with such business opportunities. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party in breach of this Agreement; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality to either party (to the receiving party’s knowledge); or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

3. Non-use and Nondisclosure. Each party will not use the other party’s Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Particularly, any Confidential Information concerning potential business opportunities or business contacts disclosed by a party shall not be used by the Receiving party to exclude the Disclosing party from such opportunities, and the Receiving party shall not take such opportunities for itself unless the Disclosing party consents in writing. Each party will not disclose the other party’s Confidential Information to third parties or to such party’s employees, except to those employees, officers, directors, partners, affiliates and representatives of the receiving party and to non-employee “Necessary Parties,” both of which are reasonably required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. A party may disclose the other party’s Confidential Information if required by law or regulation or by legal process (including interrogatory, subpoena, civil investigative demand or similar process) or by order of any court or governmental or regulatory body, so long as the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure (unless prohibited by law) and assistance (at the disclosing party’s sole expense) in obtaining an order protecting the information from public disclosure. If information is disseminated to non-employee Necessary Parties, both parties must make reasonable efforts to ensure that information is not further disseminated beyond the scope of the Necessary Party.

4. Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and, prior to any disclosure of the other party's Confidential Information to its employees, will have such employees agree to comply with the terms of this Agreement. Each party shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information. The term "residual" means information in intangible form, which is retained in memory without extraordinary effort by persons who have had access to or worked with the Confidential Information as contemplated in this Agreement. Each party will reproduce the other party's proprietary rights notices on any approved copies. Each party does not constitute permission to use, print, communicate or promote any logo, trademark or representation of marketing efforts. The Parties agree not to use each other's name, logo or representation in any form of marketing efforts without express written approval.

5. No Obligation. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement. Further, Company acknowledges and agrees that PTC and its affiliates, partners, agents and employees are negotiating with parties similar to COMPANY, and that PTC may offer other opportunities or the same opportunities to such parties. This agreement shall in no way limit PTC's right to negotiate with other parties on deals disclosed by PTC to COMPANY.

6. Contract Percentages. The Parties agree that due to the many variables surrounding each business opportunity that the compensation cannot be set in this general agreement. Therefore, the Parties will determine the compensation/fee/commission to be paid in conjunction with each separate transaction by a separate agreement.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION, EXCEPT AS MAY BE SET FORTH IN A DEFINITIVE AGREEMENT BETWEEN THE PARTIES.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof will be and remain the property of the disclosing party. Upon the other party's written request, the receiving party will promptly deliver to Company all Confidential Information, without retaining any copies. Notwithstanding the foregoing, the receiving party may retain such copies as required by law or regulation and need not delete electronic copies from ordinary course backups or archives. Should any Confidential Information be retained, the obligations of the receiving party shall continue for as long as the Confidential Information is retained and shall survive this Agreement.

9. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property right of the other party, nor will this Agreement grant any party any rights in or to the Confidential Information of the other party, except as expressly set forth in this Agreement.

10. Term. The term of this Agreement shall be for one year (unless terminated by either party by written notice), and the obligations of each receiving party under this Agreement will survive for a term of one year from the date hereof, provided, however, that if Confidential Information is retained as

provided for in Section 8 above, the passing of the Term does not end the obligations contemplated by this Agreement.

11. Remedies. Each party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies. Further, if a party breaches this Agreement, as determined in a final judgment by a court of competent jurisdiction, then the other party shall be entitled to the costs and expenses incurred in enforcing this Agreement, including but not limited to attorney's fees.

12. Miscellaneous. This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the state of Nevada, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Neither party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

In witness hereof, the parties have executed this Agreement effective as of the above date.

*Introducing Party*

PREFERRED TRUST COMPANY, LLC,  
a Nevada limited liability company

6700 Via Austi Parkway, Suite 301  
Las Vegas, NV 89119  
P. 702.998.5881

By: \_\_\_\_\_

Print Name: Carrie Cook

Its: CEO

*Receiving Party*

\_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Its: \_\_\_\_\_