

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement"), effective as of the date of last signature below, is made between:

Disclosing Party:

Name¹ William E. Gregory_____

Street Address: 305 S Hemlock Ave _____

City: Roswell_____ State: New Mexico____ Zip Code: 88203 ____

AND

Receiving Party:

Name¹: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

WHEREAS, Disclosing Party is the owner of certain Intellectual Property including, but not limited to, inventions (whether patentable or otherwise), copyrights, trade secrets, technical drawings, valuable confidential business and professional information, and other proprietary rights in the area of _____ Southwest Creek LLC _____² industry products, namely __ Space Propulsion Products _____³ and its wholesale and retail sales and related information including, but not limited to, product costs, know-how, processes, designs, ideas, financial information, marketing data, pricing data, lists of existing or prospective customers and/or suppliers, sales information, forecasts, plans, concepts, and strategies (hereafter, "Confidential Information"); and

WHEREAS, Receiving Party acknowledges that Disclosing Party has specialized knowledge and/or capabilities relating to the above-described Confidential Information, but Disclosing Party is desirous of obtaining assistance in further development, improvement, refinement, manufacturing, and/or creating distribution relationships, building business relationships, receiving fund-raising, receiving financial investments, and/or other business development assistance (hereinafter "the Purpose"); and

WHEREAS, Disclosing Party may disclose to the Receiving Party certain information which Disclosing Party deems proprietary or confidential in order for Receiving Party to evaluate and assist said financial securement, development, improvement, manufacturing, distribution, and refinement of said products and/or processes; and

¹ Name of Legal Entity. Individual and/or Company.

² Industry in which your invention will be used. e.g. Automotive, Recreational, Construction, Computer, etc.

³ Examples of type of product (with name, only if you've named it): An LED Table Light, "Wiz Light"; Water Bottle Holder, "Bottle Bag"; Picture Frame Design, "See View", etc.

WHEREAS, prior to or subsequent to providing such information, Disclosing Party requires this Confidentiality Agreement from the Receiving Party; and

NOW, THEREFORE, in order to induce Disclosing Party to disclose proprietary or Confidential information to Receiving Party or, in the event that such information was already disclosed to Receiving Party, to further ensure Receiving Party's involvement in the Purpose, and for other consideration, e.g., prospective employment of Receiving Party, the receipt and sufficiency of which is hereby acknowledged by Receiving Party, the parties do hereby agree as follows:

1. Secrecy/Confidentiality of Information. Receiving Party shall not disclose to any other person, firm, or corporation (other than to personnel of Receiving Party with a need to know, who each execute in writing, with a copy of said writing being delivered to Disclosing Party, an agreement to be bound by the terms of this Confidentiality Agreement), or use for its own benefit (personal or financially), except as provided in this Agreement, any written information it receives from Disclosing Party that is marked "Proprietary" or "Confidential" or any information disclosed orally or visually to Receiving Party if such information is designated in writing to Receiving Party within thirty days of such oral or visual disclosure as "Proprietary" or "Confidential." Notwithstanding the foregoing, Confidential Information shall also include information disclosed orally or in any tangible or intangible form, whether or not identified or marked as "confidential" or confirmed in a written summary by Disclosing Party, if Receiving Party knows or reasonably should know, that the information relates to and is within the scope of Confidential Information disclosed in accordance with the foregoing. Moreover, Receiving Party shall also not disclose to any of the above persons, firms, etc., any Confidential Information relating to the above-described Intellectual Property concerning Southwest Creek LLC⁴, including any related products and processes, or any discovery, improvement, or further invention/development in connection therewith. Nor shall the Receiving Party permit any other person to have access to or to inspect any documents, drawings, models, computer code, information data sheets, or training manuals relating to the same, that is not readily available to the public. Receiving Party shall further restrict access to this information to those personnel of Receiving Party who require it for the performance of their functions in preparing proposals for these items for Disclosing Party or in further developing them for Disclosing Party. Furthermore, Receiving Party shall only use said confidential information in connection with the Purpose.

Upon request by the Disclosing Party, the Receiving Party shall return to Disclosing Party all materials containing Confidential Information, including all originals, reproductions, copies, and summaries thereof, destroy any materials based in whole or in part on the Confidential Information in Receiving Party's possession, and discontinue any use of Confidential Information.

Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or any materials based in whole or in part thereon, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or any materials based in whole or in part thereon, and prevent further unauthorized use thereof.

2. Patents/Copyrights. Receiving Party hereby agrees to promptly disclose to the Disclosing Party any invention, idea, process, program, design, concept, improvement or the like, whether subject to patent, copyright or other form of protection, made, developed or conceived by Receiving Party alone or in conjunction with others, that (i) during the term of this Agreement is made, developed or conceived using the equipment, facilities, supplies, trade secrets or Confidential or proprietary information of the Disclosing Party or entrusted to the Disclosing Party by a client or customer of the Disclosing party, or (ii) is suggested by or results from the services to be provided by Receiving Party pursuant to this

⁴ Product Name and/or Type of Product

Propulsion Motor. Agreement. Receiving Party also agrees that said invention, idea, process, program, design, concept, improvement or the like, whether subject to patent, copyright, will automatically assign to Disclosing Party. To any extent that said invention, idea, process, program, design, concept, improvement or the like, whether subject to patent, copyright, does not automatically assign to Disclosing Party, Receiving Party agrees to assign said invention, idea, process, program, design, concept, improvement or the like, whether subject to patent, copyright. Receiving Party further agrees to do all things reasonably necessary to assist or enable the Disclosing Party to secure patents, register copyrights or obtain any such other protection for such ideas, processes, designs, concepts, improvements or the like in the United States and in other countries, including the execution all applications, documents, and instruments, jointly with Disclosing Party, or otherwise, as counsel may advise, necessary for obtaining Letters of Patent(s) and/or Copyright(s) for the said improvements, inventions, developments.

If the confidential information herein disclosed is used in any manner to obtain a patent/copyright for same or similar product as a result of the receiving party's actions, the receiving party agrees to relinquish any monies or enrichment obtained from use of any related patent or copyright for the same or similar usage. The receiving party further agrees to financially assist (pay all legal expenses) of the disclosing party for obtaining and securing any benefits that are derived by another party that obtained a patent/copyright from the receivers deliberate or in advertent disclosing of the confidential information given to them in this agreement.

In the event a patent application is filed that includes the Confidential Information, and said application is filed by or on behalf of the receiving party or anyone that obtains the Confidential Information from the receiving party, that party will relinquish all rights thereto and transfer, assign, and otherwise grant all rights in that application or issued patent, as the case may be, to the Disclosing Party.

3. Term. The restrictions and obligations contained herein shall continue for a period of 5 years from the date of this Agreement and shall automatically renew for one-year periods thereafter, unless earlier terminated by either party. Either party may terminate this Agreement at any time by giving written notice to the other party. Notwithstanding termination or expiration, above Sections 1,2 and below Sections 4-7 shall survive and continue to bind Receiving Party. Confidential Information shall not include any information that: (i) is or becomes generally publicly known through no wrongful act on Receiving Party's part; (ii) is already known to Receiving Party without a third party's disclosure restriction at the time of a disclosure by Disclosing Party hereunder, and as evidenced by a written document(s) predating Disclosing Party's disclosure; (iii) is rightfully received by Receiving Party from a third party without breach of this Agreement; (iv) is furnished to a third party by Disclosing Party without a duty of confidentiality; (v) was independently developed without access to any Confidential Information by employees of Receiving Party prior to the commencement of the relationship contemplated hereunder; or (vi) is explicitly approved for release by written authorization of Disclosing Party. In the event of applicability of or reliance on by Receiving Party of subsection (ii), (iii) and/or (v) above, Receiving Party must notify Disclosing Party within ten (10) days of disclosure by Disclosing Party, or else Receiving Party will be said to have waived its right and ability to rely on anyone or more of these three subsections.

4. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. Any action arising out of or relating to the enforcement of this Agreement shall entitle the prevailing party to recover reasonable attorneys' fees.

5. Binding Effect. This Agreement shall be binding upon Receiving Party, *its* successors and assigns. Receiving Party shall not assign this Agreement or any confidential information received pursuant to this Agreement with Disclosing Party's prior written consent.

6. Parole Evidence. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. With regard to any conflict with this Agreement, the latest executed Agreement shall control. Unless stated otherwise in this Agreement, any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the parties.

7. Venue/Jurisdiction. Both parties agree that only Chaves County, Roswell NM ⁵ County Courts shall have jurisdiction and proper venue over this Agreement and any controversies arising out of this Agreement and both parties agree to waive any objections as to personal jurisdiction or improper venue.

8. Remedies. Any dispute arising out of, or in conjunction with, this agreement, including any question regarding its existence, validity or termination, shall be determined by means of institutional arbitration (non-binding). In the event that the dispute(s) cannot be resolved by arbitration, further litigation efforts shall be allowed and proceed in the same venue/jurisdiction as named in this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by their duly authorized representatives who agree to be personally bound by this Agreement and represent having the authority to bind Disclosing Party and Receiving Party to this Agreement.

DISCLOSING PARTY
(Same as on page 1)

BY: William E. Gregory _____
(Print Sign)

(Signature)

Title: President _____

Southwest Creek LLC _____
(Company Name)

Date: _____

RECIEIVNG PARTY
(Same as on page 1)

BY: _____
(Print Sign)

(Signature)

Title: _____

(Company Name)

Date: _____

Exhibits: (optional)

⁵ This refers to the City, County, and State where you will be doing business