

## Non-Disclosure Agreement

1. **Contracting Parties:** This non-disclosure agreement (the "Agreement") is between PICKWICK PRODUCTIONS, LLC., ("Pickwick") and \_\_\_\_\_ ("Prospect").
2. **Purpose and Scope:** Prospect agrees and acknowledges that Pickwick is the owner of valuable intellectual property, including but not limited to the PILLPICKER® Software and all versions thereof ("PILLPICKER®"), that is capable of integrating Prospect's transaction processing functionality with the sales and accounting interface provided by the PILLPICKER®. Prospect wishes to negotiate with Pickwick regarding the implementation of the PILLPICKER® (the "Negotiations"), with a view to entering into a final agreement between Pickwick and Prospect (the "Final Agreement"). Negotiations shall be deemed to include all communications between employees, agents and contractors of Pickwick and Prospect from the time of execution of this Agreement until the execution of the Final Agreement, or if no Final Agreement is entered into by the parties, until Prospect provides written notice to Pickwick that Negotiations have ended.
3. **Confidential Information:** Prospect agrees and acknowledges that Pickwick is formulating a specific business plan that will involve the release of new versions of the PILLPICKER®, with distribution, pricing and other terms under which Pickwick will offer the new versions of the PILLPICKER® to potential purchasers (the "Business Plan"). Prospect agrees and acknowledges that the Business Plan would be compromised in its effectiveness and profitability if it were disclosed at any time prior to Pickwick's official release date for public announcement (the "Release Date"). Prospect agrees and acknowledges that even discussions about the existence or establishment of the Release Date would effectively disclose the existence of the Business Plan, and thus, the mere existence of a proposed Release Date is Confidential Information. During Negotiations, Pickwick is disposed to offer particular terms to Prospect to implement Prospect's transaction processing functionality in the PILLPICKER® (the "Proposed Terms"), which can and will be made known only in the context of complete, agreed, and legally enforceable confidentiality, and must never be made public or disclosed to third parties in any context, even after the Release Date. Additionally, during Negotiations, Pickwick may disclose copyright-protected materials, trade secrets, sales and profit figures, customer lists, company records, relationships with investors, contractors, customers or suppliers, and business opportunities for new or developing business, all of which may be contained in written materials such as computer hardware and software, disks, documents, files, drawings and product specifications, and may also consist of unwritten knowledge, including ideas, research, processes, practices or know-how ("General Confidential Information"). Accordingly, the Final Agreement, the Business Plan, the Release Date, the existence of a proposed Release Date, the Proposed Terms, the occurrence of Negotiations, the possibility of entering into the Final Agreement, and the General Confidential Information are all "Confidential Information" within the meaning of this Agreement.

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PICKWICK \_\_\_\_\_ / PROSPECT \_\_\_\_\_

4. **Presumptive Risk of Competitive Injury From Disclosure:** Prospect acknowledges that Pickwick would presumptively suffer severe competitive injury from the disclosure of Confidential Information to its competitors, and that Pickwick would not therefore make disclosure of Confidential Information but for Prospect's covenants made herein.
5. **Prospect's Access to Confidential Information:** In exchange for Prospect's covenants made herein, Pickwick will provide Prospect with access to Confidential Information.
6. **Prospect's Permitted Use of Confidential Information:** Prospect covenants that it will use Confidential Information solely for the purpose of conducting the Negotiations from an informed perspective, and for no other purpose whatsoever.
7. **Prospect's Duties of Confidentiality:** Prospect covenants to maintain absolutely confidential all Confidential Information that Pickwick discloses during the Negotiations, and to exercise active diligence in performing its duties of confidentiality to prevent disclosure. Active diligence shall including formally explaining and enjoining upon every person who for whatever reason shall come into possession of Confidential Information, that they must strictly comply with the terms of this Agreement, including the duty to keep secret the fact that Negotiations have been undertaken between Pickwick and Prospect. Prospect will not use or disclose Confidential Information to any other person or entity. Prospect will not remove or copy any Confidential Information, or assist anyone in doing so without Pickwick's written permission. Prospect is forbidden from copying or distributing Confidential Information except internally to Prospect's decision-makers, as may be necessary to engage in Negotiations, and shall destroy all such copies as must of necessity be made, as soon as Negotiations are concluded by Final Agreement or by Prospect's giving notice that Negotiations have ended.
8. **Pickwick's Right to an Injunction and Attorney's Fees To Remedy A Breach:** Prospect acknowledges and agrees that if Prospect breaches or threatens to breach any of the terms of this Agreement, Pickwick will presumptively sustain irreparable harm and will be entitled to obtain an injunction and temporary restraining order to prevent any breach or threatened breach of this Agreement, and that in the event Pickwick is required to procure such an injunction or temporary restraining order, Pickwick shall be authorized to recover the attorneys fees from Prospect that were incurred in procuring the same.
9. **Governing Law:** This agreement will be governed by and construed in accordance with the laws of the State of California.
10. **Venue:** Disputes concerning interpretation and performance of this Agreement will be subject to litigation under California law, in the Superior Court of the Los Angeles, Santa Monica Division, or in the United States District Court for the Central District of California.
11. **Entire Agreement:** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
12. **Survivability:** Prospect's duties under this Agreement will survive the termination of the Negotiations and the execution of a Final Agreement.

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- 13. Successors and Assignees:** This agreement binds and benefits the heirs, successors and assignees of the parties.
- 14. Notices and Process:** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail, by courier or via email at the postal or email addresses set forth below the signature of each party. Process shall be deemed validly served via email and registered mail or courier with confirmed delivery, and the provisions of the Hague Convention on International Service are waived by both parties, if such would be applicable.
- 15. Counterparts:** The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.
- 16. Modification:** This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.
- 17. Waiver:** If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
- 18. Severability:** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable, and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

DISCLAIMER

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.**

Date: October \_\_\_\_, 2009

Date: October \_\_\_\_, 2009

**PROSPECT:**

**PICKWICK:**

By \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Tel: \_\_\_\_\_  
 Email: \_\_\_\_\_

By Peter Pickwick, CEO  
 Pickwick Productions LLC  
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 Carson City, NV 89703  
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