

**INTERACTIVITY CONSULTANTS
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

Interactivity Consultants agrees to provide _____ confidential information relating to ideas, inventions or products for the purposes of determining an interest in developing, manufacturing, selling and/or joint venturing;

_____ agrees to review, examine, inspect or obtain such confidential information only for the specific purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

Interactivity Consultants has or shall furnish to _____ certain confidential information and may further allow _____ the right to discuss or interview representatives of Interactivity Consultants on the following conditions:

1. _____ agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the specific purposes described above, shall not be used for any other purpose, or disclosed to any third party.
2. No physical or electronic copies (including making content from Interactivity Consultants web page(s) available when any computer is not connected to the Internet i.e. making "web content available offline") will be made or retained of any web content, written information or prototypes supplied, without the explicit written permission of Interactivity Consultants.
3. No passwords, or access to password protected portions or Interactivity Consultants site shall be provided or disclosed any other individual.
4. At the conclusion of any discussions, or upon demand by Interactivity Consultants, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to Interactivity Consultants.
5. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by Interactivity Consultants, in writing.
6. This Agreement and its validity, construction and effect shall be governed by the laws of Arizona.

AGREED AND ACCEPTED BY:

Date: _____

By: _____

Title: _____

By: _____

Title: _____

Witness: _____