

## NON CIRCUMVENTION, NON DISCLOSURE AGREEMENT

This agreement and contract is made between John W. Heinrich II (JH) and

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1. For the purposes of this agreement, this transaction shall be referred to as 'Solutions Forum' (SF).
2. All parties agree not to circumvent each other on this transaction or future transactions that may be related to it, with any sources and/or principals disclosed by each other's parties, without prior written approval. If the signatory to this document reveals documents involving the project to a third party or parties, he shall copy John Heinrich on such disclosures. The compensation and/or commission on this transaction applies only to this transaction.
3. Before we engage in discussions about licensing, the above-signed, you agree that you are not an agent of, and will not engage in any conversations with, other business owner groups, such as Vistage, Entrepreneurs Organization (EO) or Young President's Organization (YPO), or The Alternative Board (TAB).
4. If you do plan on engaging in conversations with other small-business owner groups, such as Chambers of Commerce or Small Business Development Center arm of the SBA, these plans should be disclosed in writing to JH in advance.
5. References are as follows:
6. The parties agree that this licensing agreement is an exclusive agreement, and that no other firms or individuals will be contacted by either party concerning this transaction without prior notification of the affected party.
7. All parties agree that the provisions of this agreement cover any and all acts of negligence and any and all inadvertent disclosures of information but that, once the negligent act has occurred, it will be disclosed to JH.
8. This agreement shall be interpreted and applied according to the laws of the State of Arizona. In any dispute arising in connection with this agreement, the parties agree that they will submit the dispute to binding arbitration of The American Arbitration Board. The parties also agree that the prevailing party shall be entitled to recover their costs of submitting the dispute to arbitration, which shall include all reasonable attorney's fees.

9. All parties to whom information is disclosed must be registered with JH , or other members of the venture team before they receive information concerning the projects.

10. There will be a defined territory for the license, but that territory will be the subject of a separate agreement, based on market research, licensee desires, etc.

AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

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JOHN W. HEINRICH II  
For Solutions Forum  
fax: 480-990-0829

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fax: \_\_\_\_\_

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WITNESS