

NON DISCLOSURE AGREEMENT FOR SOLUTIONS FORUM

1. This agreement is made between John W. Heinrich, II and _____.
2. For purposes of this agreement, this transaction shall be known as Solutions Forum Licensing Document Disclosure.
3. All parties agree not to circumvent each other, or make any disclosure of this transaction to anyone else not herein named in this document. All disclosures to other parties in this transaction, e.g., lawyers, accountants, bankers, et. cetera., must be listed, approved and signatories to a separate agreement.
4. The parties named in this agreement agree that no other parties will be contacted by either party concerning this transaction without prior notification and consent of John Heinrich or _____.
5. Upon signing and returning this document by fax or mail to John Heinrich, the signatory will be emailed or faxed a 'license document' concerning the affiliation or license for Solutions Forum in a specified area. This document must not be discussed or shown to anyone other than the signatory without the consent of John Heinrich. This document shall be treated as proprietary and confidential to Solutions Forum and and disclosure to any non signatory, whether intentional or unintentional shall result in legal action. In addition, all conversations, workpapers and other analyses shall be covered by this agreement.
6. All signatories to this agreement cover any and all acts of negligence and any and all inadvertent disclosures of the information. All parties hereby agree that they will use their best efforts to prevent unauthorized disclosures. You agree to be bound to this agreement by any unauthorized disclosures by your representatives or associates.
7. This agreement shall be interpreted and applied according to the laws of the State of Arizona without regard to the conflict with law and other provisions of that State. In any dispute arising in connection with this agreement, or the license document, the parties agree that they will submit the dispute to binding arbitration of The American Arbitration Board, or a mutually acceptable arbitrator in the State of Arizona. 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.

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8. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this agreement by you or your representatives, and that John Heinrich may be entitled to specific performance or injunctive or other equitable relief for any such breach, and you agree to waive any requirements for security or the posing of any bond in connection with such remedies. Such remedies shall not be deemed to be the exclusive remedies for a breach by you or your representatives of this agreement, but shall be in addition to all other remedies available at law or in equity to John Heinrich.
9. _____ agrees that, after executing this agreement, he/she will provide to John Heinrich his/her relevant information to this transaction, such as resumes, personal references and any other reasonable information requested by John Heinrich. John Heinrich agrees to keep all signatory information confidential.
10. This agreement expires 120 days from the date of signature, and all materials Provided to signatory, and provided by signatory, will be returned intact.

AGREED THIS _____ DAY OF _____ 20__.

John W. Heinrich, II