

PayNoMerchantFees

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement (the "Agreement") made and entered into this ____ day of _____, 20____, is between Lodestar Productions, LLC located at 4613 N. University Drive, Suite 230, Coral Springs, FL 33067 (hereinafter referred to as the "Disclosing Party") and _____ residing at _____ (hereinafter referred to as the "Receiving Party").

WHEREAS, Disclosing Party and the Receiving Party intend to engage in business discussions; and

WHEREAS, in the course of such discussions Confidential Information (as defined below) may be disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") (collectively, the "Parties" and each a "Party"); and

WHEREAS the Parties wish to disclose and to receive the Confidential Information of the other Party and wish to ensure that such Confidential Information remains confidential according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties herein contained, the Parties hereby agree as follows:

Article I. Confidential Information

1. "Confidential Information" consists of information relating to a Party's business, which derives economic value, actual or potential, from not being generally known to others. Confidential Information may be written or oral, tangible or intangible and may be information or materials designated by a Party as being confidential or may be information or materials, which under the circumstances surrounding disclosure, should reasonably be considered as confidential. Confidential Information disclosed to the Receiving Party by the Disclosing Party's parent company, subsidiary, advisor, agent, representative or associated companies is covered by this Agreement. Confidential Information includes, without limitation, computer programs and systems, processes, methods and techniques, data, financials, reports, know-how, designs, distribution channels, concepts, ideas, existing and proposed contracts with third parties, corporate guidelines, business plans, discoveries, drawings, specifications, models, procedures, marketing plans, market analysis, customer information, security, technical information, production, intellectual property, and/ or third party information that a Party is obligated to keep confidential,

2. Confidential Information shall not include that information or materials that the Receiving Party can establish: (i) is, or has subsequently become, rightfully in the public domain without the Receiving Party's breach of any obligation owed to the Disclosing Party, (ii) became known to the Receiving Party on a non-confidential basis prior to the Disclosing Party's disclosure of such information to the Receiving Party, (iii) became known to the Receiving Party from a source other than the Disclosing Party or its parent company, agents, advisors, representatives or associated companies that is not subject to an obligation of confidentiality or any limitation of use, or (iv) is independently developed by the Receiving Party without use of any Confidential Information.

Article II. Disclosure

1. The Parties shall not disclose any Confidential Information to third parties except that Receiving Party may disclose such information to its' employees, affiliates and consultants with a need-to-know that are bound by substantially similar requirements as provided herein. The Receiving Party agrees not to publish, disclose, or allow disclosure to others of, (i) any Confidential Information, in whole or in part, (ii) the fact that the Confidential Information has been made available to the Receiving Party, or (iii) the fact that the Parties have entered into an arrangement regarding the subject matter hereof. A Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order or process provided that the Receiving Party shall (1) give the Disclosing Party notice prior to such disclosure reasonably sufficient to give the Disclosing Party opportunity to contest the disclosure, and (2) that the disclosure is limited in content and distribution to the extent reasonably possible.
2. The Parties shall use Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such information for their own benefit or the benefit of a third party without the prior written consent of the Disclosing Party.
3. The Parties shall take security precautions to maintain the confidentiality of the Confidential Information to at least as great as the precautions each Party takes to protect its own Confidential Information, but no less than commercially reasonable efforts.

Article III. Return of Confidential Information

The Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information upon request of the Disclosing Party or certify the destruction of the same at the Disclosing Party's sole discretion.

Article IV. Proprietary Rights

Each Party shall continue to own all copyrights, patents, trademarks, services marks, trade secrets and any other proprietary rights that such Party owned immediately prior to this Agreement. No license or ownership of any intellectual property or other proprietary rights is granted or implied without the prior written consent of the other Party. All Confidential Information shall remain the property of the Disclosing Party.

Article V. Miscellaneous

1. The Parties acknowledge that monetary damages may not be a sufficient remedy for breach of this Agreement and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
2. This Agreement does not obligate the Parties to enter into negotiations or any subsequent agreement. Any subsequent agreement can only be made by a written contract executed by both Parties.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provisions of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in

Broward County, Florida. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party and each party hereby submits to the exclusive personal jurisdiction and venue of such courts. Each party hereto for agrees to be responsible for their own respective legal fees.

4. If any portion of this Agreement or its application shall be held or deemed to be invalid, inoperative or unenforceable, then the remainder of this Agreement or the application of such remainder shall not be affected thereby, provided, however that if any provision or application thereof is invalid, inoperative or unenforceable, then a suitable and equitable provision or application thereof which shall be valid, operative and enforceable shall be substituted thereof in order to carry out, as far as possible, the intent and purpose of the invalid, inoperative or unenforceable provision or application thereof. The same shall apply if there is deemed a gap in this Agreement.

5. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected, except by an instrument in writing executed by or on behalf of the Party against whom enforcement is sought.

6. The failure of either Party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing Party with respect thereto shall continue in full force and effect.

7. This Agreement and all the rights granted herein may not be assigned, nor exercised by any third party without the prior written consent of both parties to this Agreement, except as specifically stated herein.

8. This Agreement sets forth the entire agreement between the Parties relating to the subject matter hereof, and supersedes and terminates all prior agreements and understandings relating thereto, whether oral or written, including agreements and understandings based on the course of dealings between the parties.

9. This Agreement will remain in effect for three (3) years from the date of the last disclosure of Confidential Information, at which time it will terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

DISCLOSING PARTY
LODESTAR PRODUCTIONS, LLC

RECEIVING PARTY

By: _____
ERIC HERMAN
President

By: _____
Name: _____

Date: _____

Date: _____