

RECIPROCAL NONDISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This RECIPROCAL NONDISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT (this "Agreement") is made and entered into effective as of the server date and time stamp of the Registration for a Demonstration on EngageTravel.net , by and between FREEDOM-DYNAMICS, LLC, an Arizona limited liability company with an address of PO Box 222, Payson, AZ 85547 (the "Company"), and the Registrant and his/her Company, as registered ("Counterparty"). The Company and Counterparty may be hereinafter individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have and may request information from each other in connection with the consideration of a possible transaction or relationship involving the development of software, computer programs, processes, ideas, inventions (whether patentable or not), schematics, price information and other technical, business, financial, customer and product development plans, strategies and information (collectively, the "Matter") among the Parties, and

WHEREAS, in the course of consideration of the Matter, the Parties may disclose to each other confidential, important and/or proprietary trade secret information concerning their activities.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants as set forth herein, the Parties agree to enter into a mutual and reciprocal confidential relationship with respect to the disclosure to each other of certain information presently considered confidential and proprietary by each Party. The Parties further agree as follows:

1. Definitions. For purposes of this Agreement, "Confidential Information" shall include all information that the Company discloses to Counterparty and any information that Counterparty discloses to the Company and that has or could have commercial value or other utility in the business or prospective business of the disclosing Party or any of its subsidiaries or affiliates whether or not such information is identified as Confidential Information by the disclosing Party. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: electronic files, e-mail, CD's, Read/Write Video Discs or any other storage methods, copyright, service mark and trademark registrations and applications, patents and patent applications, licenses, agreements, unique and special methods, techniques, procedures, processes, routines, formulas, know-how, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, research papers, specifications, technical data and/or information, software, quality control and manufacturing procedures, formats, plans, sketches, drawings, models, customer and client lists, customer and supplier identities and financial information and projections, budgets, business plans and objectives, concepts,

ideas and any other information or procedures that are treated as or designated secret or confidential by the disclosing Party.

2. Covenant of Confidentiality. The Parties shall not disclose any Confidential Information, or any information derived therefrom, to any third person (except its agents and consultants subject to the conditions stated below) and shall hold and maintain the Confidential Information in strictest confidence and take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions that each Party employs with respect to its own confidential materials), except information that each Party can demonstrate by clear and convincing evidence: (a) was rightfully obtained by its possession prior to disclosure by the disclosing Party; (b) was rightfully obtained by the receiving Party from a third party who lawfully developed the information independently of the disclosing Party or obtained such information under conditions which did not require that it be held in confidence; (c) was independently developed by the receiving Party without use of or reference to the Confidential Information; (d) was, at the time of disclosure or thereafter becomes, through no act or failure to act on the part of the receiving Party, generally available to the public; or (e) that is required to be disclosed by law, provided that the receiving Party shall give the disclosing Party prompt written notice of any such requirement and shall cooperate with any efforts by the disclosing Party to decline, resist or narrow such request. Any officer, director, manager, owner, employee, agent or consultant of either Party given access to any Confidential Information must have a bona fide need to know such information and shall be subject to the same covenants of confidentiality contained herein. Receiving Party shall indemnify, defend and hold harmless disclosing Party from any and all losses, damages, claims, expenses and legal fees and costs incurred or suffered by the disclosing Party as a result of any breach or violation of this Agreement by any officer, director, manager, owner, employee, agent or consultant of the receiving Party.

3. Covenant to Refrain From Use. Parties shall use the Confidential Information solely for the purpose of evaluating the Matter and agree that they shall not use whatsoever, at any time, any Confidential Information or any derivative thereof for any purpose, to the detriment of the disclosing Party or otherwise, or copy or reverse engineer any such Confidential Information. Nothing in this Agreement shall be construed as granting any rights to either Party by license or otherwise, to any Confidential Information.

4. Return of Confidential Information. Each receiving Party shall, at any time upon request of a disclosing Party for any reason, either (a) return to the disclosing Party, without retaining any copy of the material, all Confidential Information and all records, notes, documents, drawings, prototypes, specifications, programs, data, devices and all other materials containing or pertaining to the Confidential Information, or (b) destroy, without retaining any copy of the material, all Confidential Information and all records, notes, documents, drawings, prototypes, specifications, programs, data, devices and all other materials containing or pertaining to the Confidential Information and certify to the disclosing Party that such materials have been destroyed and that there are no remaining copies thereof.

5. Non-Circumvention by Counterparty. Counterparty and its representatives, affiliates, employees, agents and contractors or any party related to or affiliated with Counterparty covenant not to, either directly or indirectly, through any representative or otherwise: (i) approach clients, customers, suppliers or contacts of the Company for the purposes of doing business with such persons or entities in connection with the Matter or any other project competing with the Matter without the consent of the Company; or (ii) solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal or contract relating to the Matter or any other project competing with the Matter without the consent of the Company; or (iii) to develop software utilizing the confidential information obtained in this Matter. Such covenants shall not apply to any clients, customers, suppliers or other contacts which Counterparty can reasonable demonstrate to the Company that Counterparty had previously met or engaged in discussions with regarding the Matter prior to discussions of the Matter with the Company. Counterparty further acknowledges that no effort shall be made to circumvent the terms of this Agreement in an attempt to gain commissions, fees or considerations to the benefit of any of Counterparty, while excluding equal or agreed to benefits to the Company.

6. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of either Party to enter into any other agreement with the other Party or prohibit either Party from providing the same or similar information to other parties and entering into agreements with third parties. Each Party reserves the right, in each Party's sole discretion, to reject any and all proposals made by the other Party with regard to a transaction between the Parties and to terminate discussions and negotiations with the other Party at any time. Additional agreements of the Parties, if any, shall be in writing signed by both Parties.

7. Enforcement. The Parties understand and acknowledge that (a) disclosure or misappropriation of any of the Confidential Information in violation of this Agreement or (b) circumvention in violation of this Agreement, may cause a Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that the Party who is aggrieved by a violation of this Agreement shall have the right to apply to a court of competent jurisdiction for specific performance, and/or an order restraining and enjoining any such further disclosure or breach, and for such other relief as that Party shall deem appropriate. Such right is to be in addition to the remedies otherwise available at law or in equity. The Parties expressly waive the defense that a remedy in damages will be adequate and any requirement for the posting of a bond by the plaintiff in an action for specific performance or injunction. Each Party hereto agrees to indemnify, defend and hold harmless the other Party hereto against any and all losses, damages, claims, expenses and legal fees and costs incurred or suffered by the aggrieved Party as a result of any breach of this Agreement.

8. Survivability. The Parties obligations hereunder shall continue beyond the termination of any relationship between the Parties and beyond the return or destruction of the Confidential Information hereunder for a period of five (5) years from the date hereof, provided, however, that any Confidential Information that may be considered a trade secret by applicable law shall remain subject to the covenants contained in this Agreement

indefinitely until such time as such material is no longer considered a trade secret by applicable law.

9. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of the Agreement, the prevailing Party in such action shall be awarded its legal fees and costs incurred, which shall be payable whether or not such action is prosecuted to judgment.

10. Miscellaneous. This Agreement contains the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, between the Parties regarding such subject matter. This Agreement is not, however, to limit any rights that either Party may have under trade secret, copyright, patent or other laws. This Agreement may not be amended or modified except in writing signed by each of the Parties hereto. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that the rights and obligations of each Party hereunder are not assignable without the consent of the other Party hereto. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction, to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the Parties, each of which shall be enforceable against the Party actually executing such counterpart, and all of which together shall constitute an instrument. The Parties shall be entitled to rely upon and enforce a facsimile or electronic copy of any authorized signatures as if it were the original.

11. Governing Law and Jurisdiction. The Parties agree that the laws of the State of Arizona shall control the interpretation of this document, without respect to conflicts of laws provisions. The Parties further agree that venue for jurisdictional purposes shall be located in Maricopa County, Arizona.