



MUTUAL CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") is made effective as of the _____ day of _____, 20____ by _____ (Affiliate/Associate/Client), located at _____ and between and Apex Momentum Business Development, LLC, otherwise referred to as AM Business Development (Company), located at 2591 Legacy Way, Suite T200-B, Grand Junction, CO 81503 ("Company"), also referred to herein collectively as the "Parties" and individually as a "Party" to assure the protection and preservation of the confidential and/or proprietary nature of information disclosed or made available, or to be disclosed or made available, to each other in connection with discussions or negotiations with respect to a prospective and/or ongoing business relationship.

Whereas, the Parties desire to assure the confidential status of the information which may be disclosed to each other. Now, therefore, in reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. Subject to the limitations set forth in paragraph 2, all information disclosed from one Party to the other Party shall be deemed to be "Proprietary Information". In particular, Proprietary Information shall be deemed to include any information, process, technique, algorithm, program, design, drawing, strategy, plan, formula test data, coding, databases, product information, etc. relating to any project, proposal, work in progress, current or future development, engineering, manufacturing, marketing, servicing, financing or personal matter relating to the disclosing Party, its present or future products and/or services, sales, suppliers, partners, clients, customers, employees, investors, technology or other contractor or business, whether in oral, written, graphic, or electronic form.
2. The term "Proprietary Information" shall not be deemed to include information which (I) is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available information; (II) is known by the receiving Party at the time of receiving such information as evidenced by its records; (III) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (IV) is independently developed by the receiving Party without reference to the information disclosed hereunder, or (V) is the subject of a written permission to disclose provided by the disclosing Party.

Notwithstanding any other provision of the Agreement, disclosure of Proprietary Information shall not be precluded if such disclosure:

- (a) is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof.
- (b) is otherwise required by law, or,
- (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

In the event that the receiving Party is requested in any proceedings before a court or any other governmental body to disclose Proprietary Information, it shall give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order. If in the absence of a protective order, the receiving Party is nonetheless compelled to disclose Proprietary Information, the receiving Party may disclose such information without liability hereunder; provided, however, that such Party gives the disclosing Party advance written notice of the information to be disclosed and upon the request and at the expense of the disclosing Party, uses its best efforts to obtain assurances that confidential treatment will be accorded to such information.

3. Each Party shall maintain in trust and confidence and not disclose to any third party or use for any unauthorized purpose any Proprietary Information received from the other Party. Each Party may use such Proprietary Information in the extent required to accomplish the purpose of the discussions with respect to the subject matter. Proprietary Information shall not be used for any purpose or in any manner that would constitute a violation of laws or regulations, including without limitation the export control laws of the United States. No other rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

4. Proprietary Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

5. The responsibilities of the Parties are limited to using their reasonable efforts to protect the Proprietary Information received with the same degree of care used to protect their own Proprietary Information from unauthorized use or disclosure. Both Parties shall advise any employees or agents who might have access to such Proprietary Information of the confidential nature thereof and that by receiving such information they are agreeing to be bound by this Agreement. No Proprietary Information shall be disclosed to any officer, employee, or agent of either Party who does not have a need for such information for the purpose of the discussions with respect to the Subject.

6. All Proprietary Information (including all copies thereof) shall remain the property of the disclosing Party and shall be returned to the disclosing Party after the receiving Party's need for it has expired, or upon request of the disclosing Party, and in any event, upon completion or termination of this Agreement. The receiving Party further agrees to destroy all notes and copies thereof made by its officers and employees containing or based on any Proprietary Information and to cause its agents and representatives to whom or which Proprietary Information has been disclosed to destroy all notes and copies in their possession that contain Proprietary Information upon the request of the disclosing Party.

7. The Company agrees not to utilize any of the information provided by the Associate/Affiliate to in any way contact any of its clients, associates, distributors, customers, or third party vendors associated with the underlying Proprietary Information that is the subject of this Agreement.

8. This Agreement shall survive any termination of this discussion with respect to the subject and shall continue in full force and effect until such time as the Parties mutually agree to terminate it.

9. This Agreement shall be governed by the laws of the State of Colorado without regard to conflict of law principles, and as those laws that are applied to contracts entered into and to be performed in Colorado. Should any provision of this Agreement be determined to be void, invalid,

or otherwise unenforceable by any court tribunal of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

10. This Agreement contains the final, complete, and exclusive agreement of the Parties relative to the subject matter hereof and supersedes any prior agreement of the Parties, whether written or oral. This Agreement may not be changed, modified, amended, or supplemented except by a written instrument signed by both Parties.

11. Each Party hereby acknowledges and agrees that in the event of any breach of this Agreement by the other Party, including, without limitation, the actual or threatened disclosure of a disclosing Party's Proprietary Information without the prior express written consent of the disclosing Party, the disclosing Party will suffer an irreparable injury such that no remedy at law will afford it adequate protection against or appropriate compensation for, such injury. Accordingly, each Party hereby agrees that in addition to any other damages the other Party shall be entitled to specific performance of a receiving Party's obligations under this Agreement as well as such further injunctive relief as may be granted. In such a case, the prevailing Party may request and be awarded attorney's fees and costs.

AGREED TO: [Affiliate/Associate/Client]

AGREED TO: [Company]

Signed: _____

Signed: _____

By: _____

By: Tamara S. Ruckdeschel, CEO
AM Business Development, LLC

Date: _____

Date: _____

Please sign, scan and email back to: tamarar@apexmomentum.com; Text to: 970-712-3258; or send via USPS to: 2591 Legacy Way, T200-B, Grand Junction, CO 81503.