

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Mark Caragio, (hereafter referred to as "Disclosing Party") would like to enter into discussions with _____, with offices located at _____, (hereafter referred to as "Receiving Party") regarding an exercise device and method that he has developed, (hereafter referred to as "Subject Matter"). During such discussions and any subsequent contractual relations, Disclosing Party may disclose information pertaining to the Subject Matter to Receiving Party which Disclosing Party considers confidential and which the parties to this agreement hereby agree is confidential.

Before such discussions can begin, Disclosing Party requests Receiving Party to agree to the following terms and conditions for the purpose of protecting the proprietary rights of Disclosing Party in the Subject Matter.

Receiving Party agrees that it will not, except with the prior written permission of Disclosing Party, release, disclose or publish Disclosing Party's confidential information and/or the Subject Matter delivered to, or made available to, Receiving Party in accordance with this Agreement.

Receiving Party further agrees that Disclosing Party will have full right, title and interest in any and all unauthorized use of information regarding the Subject Matter including full right, title and interest in any and all derivative works or uses.

Receiving Party further agrees to receive such confidential information and/or the Subject Matter solely for purposes of evaluation and to make no further use of this information except as agreed to in writing by Disclosing Party.

Receiving Party agrees to use the same degree of care to protect and prevent disclosure to any third party of the existence of this Agreement, or of the confidential information and/or the Subject Matter supplied by Disclosing Party under this Agreement, as it uses to prevent disclosure of its own most confidential and proprietary information of whatever nature. The obligation to protect and prevent disclosure under this Agreement shall continue for a term of ten (10) years from the date of last communication of information under this Agreement except:

- (a) Information which, at the time of disclosure, is in the public knowledge;
- (b) Information which, after disclosure, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement by Receiving Party;
- (c) Information which was in Receiving Party's possession at the time of disclosure by Disclosing Party, and which was not acquired, directly or indirectly from Disclosing Party, to be documented upon request by Disclosing Party; and
- (d) Information which Receiving Party receives from third parties, provided

such information was not obtained by said third parties, directly or indirectly from Disclosing Party on a confidential basis.

Receiving Party also agrees to disclose the confidential information and/or the Subject Matter covered by this Agreement to only those of its employees, agents and/or representatives who have a need to know, and will inform such persons to whom such information is disclosed of the confidential nature of the information and of this Agreement and of their personal obligation not to disclose or use such information.

Neither this Agreement nor any acts related to this Agreement shall constitute a joint venture or a partnership agreement between Disclosing Party and Receiving Party. This Agreement may not be changed except by written amendment executed by an authorized representative of both Disclosing Party and Receiving Party. This Agreement shall be applied and construed in accordance with the laws of the State of Idaho.

The parties agree that this document embodies their entire understanding and agreement as of the date of this agreement. Should any tribunal determine that any portion of this Agreement is invalid or unenforceable, the remainder of the Agreement shall remain in force, as if the invalid or unenforceable portion were not part of the Agreement.

The parties, having fully reviewed this Agreement, enter this Agreement freely and without reservation. The individuals executing this document also represent that they are authorized to bind their respective parties.

IN WITNESS HEREOF, the undersigned parties have set their hands and seals as of the day and year written herein.

Date: _____

Mark Caragio
Disclosing Party

Date: _____

Signature of Receiving Party

printed name

Corporate office held by signing party, where
Receiving Party is a corporation