



NON-DISCLOSURE AGREEMENT (STANDARD RECIPROCAL)

Mutual NDA between Borrower and Partners Allied Capital Group, LLC

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of _____ below by and between **PARTNERS ALLIED CAPITAL GROUP, LLC**, a Nevada Limited Liability Company ("**PACG**"), and _____, a _____ ("Company").

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Confidential Information and Exclusions

- A. Subject to subsection 1b hereof, "Confidential Information" means nonpublic, confidential or proprietary information that a party to this Agreement ("Disclosing Party") communicates or discloses to the party that receives such information ("Receiving Party"). "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party products and/or services, the marketing or promotion of any Disclosing Party product/services, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party; provided, that when the term Affiliate is used with respect to the Company, it shall include solely those Affiliates to whom Confidential Information is disclosed. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.
- B. Confidential Information shall not include any information, however designated, that:
 - (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party;
 - (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement;
 - (iii) became or becomes known to Receiving Party from a source other than Disclosing Party
- C. who is not, to Receiving Party's knowledge, prohibited from disclosing such information to Receiving Party; or (iv) is independently developed by Receiving Party.

2. Obligations Regarding Confidential Information

- A. Receiving Party shall:

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- I. Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for five (5) years, following the date hereof, except as expressly permitted by this Agreement;
 - II. Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;
 - III. Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's evaluation of a business relationship with Disclosing Party, and only as otherwise provided hereunder; and
 - IV. Refrain from reverse engineering, decompiling or disassembling any business plans, corporate strategy, or financial models disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.
- B. Receiving Party may disclose Confidential Information of Disclosing Party in accordance with applicable law or regulation, provided that Receiving Party shall either, to the extent practicable and not prohibited by law or regulation, give the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party, at Disclosing Party's sole expense, a reasonable opportunity to seek a protective order or equivalent or waive Receiving Party's compliance with the terms hereof. If Disclosing Party is unable to obtain a protective order or other remedy, or waives Receiving Party's compliance with the terms hereof, Receiving Party may, without liability hereunder, disclose that portion of the Confidential Information which it reasonably believes is necessary. Notwithstanding the foregoing, nothing herein shall limit or restrict Receiving Party from disclosing Confidential Information pursuant to a routine audit or examination conducted by a governmental or regulatory authority.
- C. The undersigned Receiving Party may disclose Confidential Information only to Receiving Party's directors, officers, advisors, agents, financing sources, representatives, employees, and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written
- D. agreements with third parties sufficient to enable Receiving Party to enforce all the provisions and considerations of this Agreement.
- E. Receiving Party shall notify the undersigned Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party or its directors, officers, advisors, agents, financing

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sources, representatives, employees and consultants, and will cooperate with Disclosing Party to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

- F. Receiving Party shall, at Disclosing Party's request, have the option to either promptly destroy or return to Disclosing Party all originals, copies, reproductions and summaries of Confidential Information in the Receiving Party's possession; provided, however, that the foregoing provisions of this paragraph shall not apply to any Confidential Information or related materials which Receiving Party is required to retain pursuant to legal, compliance, or regulatory requirements, or in connection with standard computer back-up procedures.

3. Non-Circumvention

- A. The Parties agree that they will not, directly or indirectly, through or with others, in any manner attempt to or knowing contact, deal with or employ any person or entity directly or indirectly introduced by one Party to another without the prior written consent of the introducing Party. These restrictions will not apply if a Party can establish through documented evidence that it has done business with the person or entity prior to the introduction by the other Party.

4. Remedies

- A. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that, in the event of a breach or threatened breach of this Agreement, Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

5. Miscellaneous

- A. All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.
- B. The terms of confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, the

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Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Receiving Party shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Receiving Party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this sub-paragraph shall not be deemed to grant to the Receiving Party a license under the Disclosing Party's copyrights or patents.

- C. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- D. This Agreement shall be construed and controlled by the laws of the state of Nevada, and the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in Las Vegas, Nevada, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Court of Clark County, Nevada. Company waives all defenses of lack of personal jurisdiction and forum non-convenes. Process may be served on either party in the manner authorized by applicable law or court rule.
- E. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.
- F. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.



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Unless terminated earlier in a written instrument signed by each of the parties hereto, this Agreement shall terminate five (5) years from the date hereof.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Accepted and Agreed to by:

 Company Name:

 Company Name:

 Signed by: Date:

 Signed by: Date:

 Printed Name:

 Printed Name:

 Title:

 Title:

 Address:

 Address:
