

MUTUAL NON-DISCLOSURE AGREEMENT

_____Rivello Multimedia Consulting_____

(the "First Party"), located at the address

_____P.O. Box 515381 #68361, Los Angeles, California 90051-6681, U.S.A._____, and

(the "Second Party") located at the address

, agree:

First Party and Second Party may from time to time disclose to one another certain confidential information or trade secrets generally regarding both First Party and Second Party.

First Party and Second Party agree that they shall not disclose the information so conveyed, unless in conformity with this agreement. Both parties shall limit disclosure to their officers and employees with reasonable "need to know" information, and shall protect the same from disclosure with reasonable diligence.

As to all information that each party claims is confidential, they shall reduce the same to writing prior to disclosure and shall conspicuously mark the same as "confidential," "not to be disclosed" or with other clear indication of its status. If the confidential information that is disclosed is not in written form, for example, a machine or device, the parties shall be required prior to or at the same time that the disclosure is made to provide written notice of the secrecy claimed by the party. The parties agree upon reasonable notice to return the confidential tangible material provided by the other party upon reasonable request.

Accordingly, you and your Company agree that during the period commencing on the date of this agreement and thereafter through two (2) years you shall not, as an individual, employee, consultant, partner, shareholder, or in association with any other person, business or enterprise, except on behalf of First Party, directly or indirectly,

1. Solicit any of First Party's clients or any entity controlling the assets related to Project SEAL; or
2. Attempt to persuade or persuade any Client of First Party to transfer any business to you or your Company; or
3. Agree to perform any service, attempt to perform any service or perform any service for SEAL Client or any entity controlling the assets involved in Project or
4. Divert from First Party, any past or present business of any Client of its clients; or
5. Attempt to employ or employ any First Party employee who was employed at any time within six (6) months preceding the date of this agreement; or
6. Remove from the First Party offices any property belonging to First Party or its clients, including but not limited to manuals, Client lists, work in progress, or other written materials of a proprietary nature.

Agreement

The obligation of non-disclosure shall terminate when if any of the following occurs:

1. The confidential information becomes known to the public without the fault of the party receiving disclosure, or;
2. The information is disclosed publicly by the party disclosing, or;
3. a period of 12 months passes from the disclosure, or;
4. the information loses its status as confidential through no fault of the party receiving disclosure.

In any event, the obligation of non-disclosure shall not apply to information that was known to a party prior to the execution of this agreement. Signatures;

(First Party)

Company: RIVELLO MULTIMEDIA CONSULTING

Signed & Date: _____

Title: PRINCIPAL

(Second Party) _____

Signed & Date: _____

Title: _____