LOTUS Technical
PROPRIETARY INFORMATION/NONDISCLOSURE
AGREEMENT

This Proprietary Information/nondisclosure Agreement is entered *into* on the _____ day of _____ 20___, between Lotus Tecnical, Inc. ("Lotus") located at 7100 Northland Circle, Suite 105, Minneapolis, MN 55428

and _____ hereafter, "Consultant").

NOW THEREFORE, it is hereby agreed as follows:

1. <u>Scope of Agreement.</u> Consultant agrees that any information that is not generally available or known outside of Lotus Technical, Inc. will be deemed Lotus Proprietary Information. Lotus Proprietary Information shall Include the names of Lotus's clients. It shall also include Lotus's and/or Lotus's client's respective employees and independent contractors, their respective business practices, includes fee schedules, contacts, business operations, business strategies and financial information. It is agreed **that** any information deemed Lotus Technical Proprietary Information as defined above shall not be disclosed, divulged, discussed, or in any manner communicated to any other person or company, directly or indirectly, by the consultant during the consulting and/or other business processes.

2. <u>Enforcement.</u> It is agreed that Lotus may enforce this agreement in any manner appropriate under law, including obtaining injunctive relief and contacting and notifying other potential employers of Consultant of the terms of this Proprietary Information/Nondisclosure Agreement. Additionally, damages and attorney's fees may be appropriate if Consultant violates the terms of this agreement.

3. <u>Employment.</u> If employment results between Consultant and Lotus, then Consultant is aware that this Proprietary Information/Nondisclosure Agreement shall remain in full force and effect after the termination of the consulting or other business process and the Proprietary/Confidential Information shall remain at all times the sole and exclusive property of Lotus or Lotus's Client. Consultant agrees that such information will not be disclosed to third parties by Consultant at any time.

4. <u>Nonemployment.</u> If an employment relationship does not results between Consultant and Lotus, the terms of this Proprietary Information/Nondisclosure Agreement shall remain in full force and effect after the termination of the consulting or other business process and the Proprietary/Confidential information shall remain at **all** times the sole **and** exclusive property of Lotus or Lotus's Client. Consultant agrees that such information will not be disclosed to third parties by Consultant at any time.

5. <u>No Guarantee/Representation of Employment.</u> Consultant acknowledges that the execution of this agreement and participation by Lotus in job search and/or other business processes does not represent that employment will be offered to Consultant. This agreement **is** solely intended to protect Lotus's interest to facilitate **an** open job search and/or other business process with exchange of information regarding the business operations of Lotus and to protect its interest during and after job search and/or other business process is completed.

LOTUS Technical, INC.   Consultant:

By _____   _____
   Brian Rousslang   **Consultant Name**
   CEO