

NON-DISCLOSURE AGREEMENT

This Agreement made this _____ day of _____, 200__, by and between _____ (“**Developer**”), and Tri Synergy Inc., a Texas Corporation, herein (“**TSI**”).

WHEREAS, TSI is a publisher of interactive computer games and Developer is a developer of such games; and

WHEREAS, Developer and TSI wish to exchange proprietary and confidential information relating to a prospective computer game (the “**Game**”) being evaluated for publication by TSI and to maintain the confidentiality of confidential information of both parties;

NOW, THEREAFTER, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. For the purposes of this Agreement the party disclosing Confidential Information shall be referred to as the “**Disclosing Party**” and the part receiving such information shall be referred to as the “**Receiving Party**”.
2. “**Confidential Information**” shall mean any item or information, including, but not limited to, computer programs, specifications, formulas, know-how and other technical data, royalty rates, market analyses, forecasts, sales projections and other economic data, records and information relating to publishing the Game which is disclosed by one party to the other party under this Agreement whether orally or in writing and or in graphic or electronic form and any derivatives of the foregoing, provided that it is clearly and conspicuously marked or designated in writing as being Confidential Information or if originally disclosed orally, provided that it is confirmed in writing, specifically identifying such information as being Confidential Information, by the Disclosing Party within twenty (20) days after oral disclosure.
3. Confidential Information shall not include any information:
4.
 - (i) That Receiving Party can show by documentary evidence was known to Receiving Party on or prior to the date of its disclosure to Receiving Party by Disclosing Party; or
 - (ii) That becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Receiving Party; or

- (iii) That is subsequently disclosed by Disclosing Party to any person, firm or corporation on a non-confidential basis; or
 - (iv) That Receiving Party can conclusively show by documentary evidence that such information was developed independent of any access to the Confidential Information.
- 5. Confidential Information will be disclosed hereunder solely for the purpose of evaluating a publishing agreement for the Game.
- 6. Receiving Party agrees to accept disclosure of the Confidential Information and to exercise the same degree of care to maintain the Confidential Information secret and confidential as is employed by Disclosing Party to preserve and safeguard its own materials and confidential information.
- 7. Nothing contained herein shall be deemed to limit the right of Publisher to use, develop or market ideas or games similar to the Game so long as such use does not infringe upon any copyright, trademark or patent of Developer.
- 8. The Confidential Information shall remain the property of Disclosing Party and shall not be disclosed or revealed by Receiving Party or to anyone else except employees of Receiving Party who have a need to know the information in connection with Receiving Party's evaluation of publication of the Game, and who have entered into a secrecy agreement with Receiving Party under which such employees are required to keep confidential the Confidential Information of Disclosing Party, and such employees shall be advised by Receiving Party of the confidential nature of the information and that the information shall be treated accordingly. Receiving Party shall be liable for any improper disclosure of the Confidential Information by its employees.
- 9. If either party determines not to proceed with evaluation of publishing the Game such party shall advise the other party in writing and each party shall promptly return any Confidential Information of the other party.
- 10. The obligations contained in paragraphs 4, 5 and 7 of this Agreement shall extend from the date of this Agreement and shall survive the expiration or termination of this Agreement, provided, however, that a Receiving Party's obligations under paragraphs 4, 5 and 7 of this Agreement shall terminate immediately in the event that Disclosing Party shall purposefully disclose the Confidential Information to any other person, firm, or corporation on a non-confidential basis, during the term of this Agreement.
- 11. Subject to paragraph 10 above, this Agreement shall terminate one year from the

date of this Agreement, unless extended by mutual agreement of the parties. This Agreement may be terminated prior to the expiration of such one year period from the date of this Agreement by either Disclosing Party or Receiving Party upon thirty (30) days written notice to the other parties of an intention to terminate.

12. This Agreement sets forth the entire Agreement between the parties and may not be amended or modified, except by a writing signed by all of the parties.
13. This Agreement shall be governed by the laws of the State of Texas without regard to the conflict of laws provisions thereof. Both parties hereby consent to the exclusive jurisdiction of the Texas State District Court for the County of Dallas and the U.S. District Court for the Northern District of Texas in the event of any dispute arising under or related to this Agreement.
14. This Agreement may be executed in counterparts.
15. **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

(Developer)

By: _____

Name: _____

Title: _____

Date: _____

Trisynergy, Inc.

By: _____

Name: _____

Title: _____

Date: _____