Non-Disclosure Agreement

This Agreement is made between Advantage International, Inc. / DidItBetter Software ("DIDITBETTER SOFTWARE") a Florida corporation, with its principle offices at 17633 Gunn Highway, #149, Odessa, Florida 33556 USA, and ("Authorized Affiliate Referral Agent ").

WITNESSETH

WHEREAS, DIDITBETTER SOFTWARE and Authorized Affiliate Referral Agent , intend to engage in general business discussions, and

WHEREAS, in the course of, or as a result of these discussions DIDITBETTER SOFTWARE may find it necessary to reveal to representatives of Authorized Affiliate Referral Agent , various technical, marketing, financial, or other information which DIDITBETTER SOFTWARE considers confidential and proprietary (collectively " Confidential Information"); and

WHEREAS, DIDITBETTER SOFTWARE and Authorized Affiliate Referral have entered into this Agreement in order to assure the confidentiality of such Confidential Information in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1.   As used in this Agreement, the term "Confidential Information" shall mean all information disclosed to Authorized Affiliate Referral Agent , or known by it as a consequence of any such disclosure about trade secrets of DIDITBETTER SOFTWARE or confidential or proprietary information relating to DIDITBETTER SOFTWARE products, processes and services, including, but not limited to, information relating to financials, research, development, inventions, manufacture, purchasing, engineering, marketing, merchandising and selling, whether such information is in writing or orally disclosed.

2.   Except as may otherwise be hereafter agreed to in a written agreement or agreements between DIDITBETTER SOFTWARE and Authorized Affiliate Referral Agent , Authorized Affiliate Referral agrees that it shall hold in confidence, and shall not directly or indirectly reproduce, disclose, sell, assign, transfer, license, lease, use or convey in any other manner, in whole or in part such Confidential Information for any purpose other than that for which it was disclosed and shall not exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of DIDITBETTER SOFTWARE; nor shall such Confidential Information be used in any way detrimental to DIDITBETTER SOFTWARE. In the event DIDITBETTER SOFTWARE discloses Confidential Information to Authorized Affiliate Referral in the form of computer software, Authorized Affiliate Referral further agrees not to reverse engineer, disassemble or decompile the Confidential Information.

3.   Authorized Affiliate Referral shall disclose Confidential Information received by it under this Agreement only to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties including the following, directors, officers, or employees of Authorized Affiliate Referral who require such material for the purposes of this Agreement, provided that each, prior to disclosure, are bound by a signed written agreement to protect the confidentiality of such Confidential Information.

4.   The confidentiality and non-disclosure obligations of Authorized Affiliate Referral under this agreement will not apply with respect to any information which:

a.   is or becomes public knowledge through no wrongful act of Authorized Affiliate Referral Agent ;

b.   is already known to Authorized Affiliate Referral Agent ;

c.   is rightfully obtained by Authorized Affiliate Referral from any third party without similar restriction and without breach of any obligation owed to DIDITBETTER SOFTWARE International;

d.   is independently developed by Authorized Affiliate Referral without reference to information provided by DIDITBETTER SOFTWARE;

e.   is disclosed pursuant to a lawful requirement or request of a government agency provided Authorized Affiliate Referral shall give DIDITBETTER SOFTWARE reasonable notice prior to such disclosure and shall comply with any applicable protective order; or

f.   is approved for release by written authorization of DIDITBETTER SOFTWARE.

5.   The foregoing understanding shall also apply to any subsequent meetings or communications between the parties relating to disclosures by DIDITBETTER SOFTWARE of any Confidential Information unless modified in writing as to any such subsequent meetings or communications.

6.   Authorized Affiliate Referral Agent shall, upon request of DIDITBETTER SOFTWARE, return to DIDITBETTER SOFTWARE all drawings, documents, exhibits, sketches, models, designs, data, memoranda, tapes, records, products, samples and any other tangible manifestations of Confidential Information received by Authorized Affiliate Referral pursuant to this agreement together with all copies or any other form of reproduction or description thereof, including summaries, records, descriptions, modifications, copies or other duplications.

7.   Authorized Affiliate Referral acknowledges that no remedy of law will be adequate to compensate DIDITBETTER SOFTWARE for violation of this Agreement and Authorized Affiliate Referral agrees that in addition to any legal or other rights that may be available to DIDITBETTER SOFTWARE in the event of a breach hereunder, DIDITBETTER SOFTWARE may seek equitable relief to enforce this Agreement in any court of competent jurisdiction against Authorized Affiliate Referral.

8.   Authorized Affiliate Referral hereby acknowledges that all such Confidential Information is owned solely by DIDITBETTER SOFTWARE, shall remain the exclusive property of DIDITBETTER SOFTWARE and constitutes valuable trade secrets of DIDITBETTER SOFTWARE and that the unauthorized disclosure of such information by Authorized Affiliate Referral will cause irreparable harm to DIDITBETTER SOFTWARE.

9.   GENERAL:

a.   This Agreement supersedes all prior agreements, written or oral, between DIDITBETTER SOFTWARE International and Authorized Affiliate Referral relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by DIDITBETTER SOFTWARE and Authorized Affiliate Referral Agent.

b.   This Agreement shall be binding upon Authorized Affiliate Referral Agent , its agents, servants, employees, successors and assignees, and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, this Agreement may not be assigned by either party without the prior written consent of the other parties.

c.   Any provision of this Agreement which shall be found to be in conflict with any state or federal statutes, laws, regulations and orders shall be ineffective only to the extent of such conflict, and such conflict shall not invalidate or annul any other provision of this Agreement not so in conflict.

d.   This Agreement and all rights and obligations hereunder shall be governed and construed in accordance with the laws of the State of Florida (excluding its conflict of law provisions) and, to the extent applicable, the laws of the United States.

IN WITNESS WHEREOF, DIDITBETTER SOFTWARE and Authorized Affiliate Referral have causes this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.