



ibLaunch Energy, Inc.

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CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

1. **The parties.** This is a Confidentiality and Proprietary Rights Agreement (the "Agreement") between ibLaunch Energy, Inc., its predecessors in interest (if any) and all subsidiaries, affiliated companies, associated companies and holding companies, together with all and any successors in title and assignees of any of the above (hereinafter collectively referred to as the "Company") and _____ (hereinafter referred to as "Consultant") concerning the confidentiality of information relating to the Company.
2. **Proposed Association of the Parties.** The Company wishes to engage Consultant. The compensation for Consultant's assignment will be no only for Consultant's services, but also for the confidential manner in which Consultant's services will be performed.
3. **Recognition of a Compelling Need for Confidentiality.** Consultant realizes that the Company has a compelling need to maintain confidentiality, and further recognizes that Consultant's assignment with the Company will place Consultant in a position of special trust and confidence with access to confidential information concerning the Company and its operations.
4. **Consideration.** For the reasons explained above, Consultant, as a precondition to Consultant's assignment with the Company, and in partial consideration, agrees and covenants with the Company as follows.
5. **Agreement to Maintain Confidentiality.** Consultant agrees that during and after Consultant's assignment with the company, neither Consultant nor anyone operating on Consultant's behalf will disclose or use, in any manner, any confidential or proprietary information or material concerning the Company or its operations, unless:
 - a. Required to do so in order to conduct the business of the Company in its ordinary course, and the disclosure or use is only within the Company, or
 - b. Expressly authorized to do so by the Company in writing, or
 - c. Expressly ordered to do so by a court of law.
6. **Agreement to Return Confidential Materials.** Consultant further agrees, upon the termination of Consultant's assignment with the Company, to deliver promptly to the Company all documentary and other materials relating to the Company, and all copies and electronic or photographic records thereof, within Consultant's custody or control or within the custody or control of anyone operating on Consultant's behalf that Consultant or anyone operating on Consultant's behalf produced or obtained in the course of Consultant's assignment.
7. **Agreement to Notify About a Request.** Consultant further agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain confidential or proprietary information or material relating to the Company within Consultant's custody or control, or within the custody or control of anyone operating on Consultant's behalf, Consultant will notify the Company immediately and will cooperate fully in any legal action by the Company seeking protection against disclosure, on the understanding that the Company will bear the reasonable cost of attorney's fees and expenses incurred by Consultant in connection with the action.
8. **Agreement to Assign Proprietary Rights.** Consultant hereby assigns to the Company all of Consultant's right, title and interest in and to any and all ideas, designs, photographs, drawings, plans, computer programs or systems (including source code), concepts, techniques, algorithms, compositions, data, database technologies, discoveries, domain names, formulas, improvements, inventions, works, practices, processes, research material (the "Inventions"), whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by Consultant, either alone or jointly with others whether at the suggestions of the Company or otherwise, during the period of Consultant's assignment with the Company. Consultant agrees that all such inventions are



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the sole and exclusive property of the Company. Consultant agrees to assist the Company in every proper way to obtain, and from time to time to enforce patents, copyrights, and other rights and protections relating to the inventions. To that end, Consultant agrees that consultant will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, sustaining and enforcing such patents, copyrights and other rights and protections on Inventions. In addition, Consultant agrees that consultant will execute, verify and deliver assignments of such patents, copyrights and other rights and protections to the Company or its designee. During Consultant's assignment, Consultant agrees that Consultant will disclose to the Company promptly, fully and in writing any and all Inventions. In addition, after termination of Consultant's assignment, Consultant will disclose all patent applications filed by Consultant within a year after termination of assignment. Consultant agrees that any patent application filed within a year after termination of assignment shall be presumed to relate to an Invention made during the term of the Consultant's assignment unless Consultant can sustain the burden of proving to the contrary.



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9. **Agreement to Assign Interest in Confidential Information.** Consultant further agrees to assign to the Company, and does hereby assign to the Company, all right, title, and interest in any royalty or remuneration, or anything else of value, that Consultant or anyone operating on Consultant's behalf may acquire as a result of any disclosure or use of information or material in breach of this Agreement. This assignment does not limit any other remedy to which the Company may be entitled.
10. **Non-Solicitation of Customers.** During, and for a period of three (3) years following Consultant's assignment with the Company, Consultant agrees that Consultant will not directly or indirectly solicit, sell, service or accept, or induce the termination, cancellation or non-renewal of any Company business from or by any person, corporation, firm or other entity who or which is an existing or prospective customer of the Company. Further, Consultant agrees that Consultant will not interfere or attempt to interfere with any transaction in which the Company was, is or intends to be involved.
11. **Non-Solicitation of Company Employees.** During and after Consultant's assignment with the Company, Consultant agrees that Consultant will not, directly or indirectly, either for Consultant or for any other person (i) solicit the employment, consulting or other services of any employee of the Company or otherwise induce any of such employees to leave the Company's employment or to breach an employment agreement or to terminate employee's employment with the Company; (ii) employ any such individual during Consultant's assignment with the Company and for one (1) year after such individual terminates employment with the Company; or (iii) interfere with the relationship between the Company and any employee.
12. **Explanation of Terms.** As used in this agreement:
 - a. The term "confidential or proprietary information or material" means all information or material that is not in the public domain and that is disclosed or otherwise made available by the Company to Consultant; or that comes to the attention of Consultant in the course of Consultant's assignment or contract with the Company; and specifically includes, but is not limited to, information or material concerning:
 - i. The nature of discussions or other communications between Consultant and the Company with regard to an assignment arrangement; and
 - ii. The Company's organization; finances, financial structure, and financial condition; legal affairs, assets and liabilities; directors, officers, and Consultants; and stockholders, investors, financial backers, creditors, supporters, advisors, consultants, associates, contractors, agents, and representatives; and
 - iii. The Company's operations, interests, and plans (including, among other matters, information material concerning business practices and procedures, competitive position; trade secrets, software, source codes, product concepts, designs, blueprints, plots, and drawings; research and test results; practical and theoretical knowledge and techniques; production capacity and equipment; product development plans; technical, manufacturing, marketing, distribution, and pricing approaches; material sources and costs; land acquisition and development plans and costs, building acquisition and renovation plans and costs, and resale or other disposition plans and prices; financing plans, arrangements, and activities; and customers and clients); and
 - iv. The Company's ability to provide protection, or its efforts to provide protection, against unlawful activities directed against the Company's assets or against its directors, officers, or Consultants.
 - b. The term "anyone operating on Consultant's behalf" means any person or entity subject to Consultant's supervision (including any associate, employee, consultant, contractor, agent, or representative of Consultant) who is not an employee of the Company and to whom Consultant provides access to confidential or proprietary



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13. **Effect of Breach.** Consultant realizes that a breach of this Agreement would cause substantial harm to the operations, business and goodwill of the Company.
14. **Remedies.** Consultant acknowledges that Consultant has been informed that if Consultant breaches this Agreement, the Company, in addition to terminating Consultant's assignment and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from Consultant an amount equal to the damages caused by the breach and the revenues Consultant or anyone operating on Consultant's behalf derived from the breach, together with all costs and expenses, including the attorney's fees, incurred by the Company in taking such actions.
15. **Effect of Waiver.** The parties agree that the waiver by either Party of a breach of this Agreement does not constitute a waiver of any prior or subsequent breach.
16. **Entire Agreement.** This agreement relating to confidentiality contains the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, understandings, whether oral or in writing, between the Company and Consultant with respect hereto, except those which may be contained in any Consultancy Agreement and attachments thereto which has been entered into by the parties hereto and except for any prior confidentiality and/or non-disclosure agreement(s) between Consultant and the Company.

I have read this document, and I understand and agree to abide by its provisions.

Signature

For Digital Signature: By clicking on the "Digital Signature" acknowledgement box I attest to that fact I have read this document, and I understand and agree to abide by its provisions. I also agree to the fact that I will not contest the legally binding nature, validity or enforceability of this document.

Printed Name

Date: as of _____, 200__

Consultant has informed me that Consultant has read this document and Consultant understands its importance to the Company.

Signature

Printed Name

Title

Date: as of _____, 200__



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