



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Certain proprietary information is intended to be exchanged between Guardian Gaming Limited ("GG"), located at 10 Inverness Center Parkway, Suite 125, Birmingham, AL 35242 and

_____ ("Recipient"), concerning the confidential intellectual property and confidential information, both referred herein to as "Proprietary Information."

All information included within this Investment Package is proprietary and confidential. All information included within this Investment Package is wholly owned by Guardian Gaming and may not be disseminated or distributed, in any form, to any institution, organization or individual without the prior written consent of Guardian Gaming and/or Guardian Gaming Representatives.

Both parties agree to the following terms and conditions:

1. Proprietary Information will be used only for the purpose of evaluation to determine whether the parties wish to enter into a formal relationship. If the parties do enter into a formal relationship, this Agreement shall apply to the use of Proprietary Information thereunder.
2. For a period of three (3) years from the date of this document, Recipient agrees to restrict the use by and prevent disclosure of Proprietary Information to any third party and to limit internal dissemination of Proprietary Information to those persons necessary for the accomplishment of the purpose set forth in paragraph 1.
3. Recipient will be under no obligation with respect to any information: (a) that is, at the time of disclosure, available to the general public; or (b) that becomes at a later date available to the general public through no fault of Recipient and then only after said later date; or (c) that Recipient can demonstrate was in its possession before receipt from the other party; or (d) that is disclosed to Recipient without restriction on disclosure by a third party who has the lawful right to disclose such information.

AGREED TO:

(Recipient)

(GG)

By: _____

By: _____

Name: _____

Andrew McGreer

Title: _____

Chief Executive Officer

Date: _____

Date: _____