

CONFIDENTIALITY CONTRACT

This Confidentiality Contract (this "Contract") is entered into as of the date set of registration, by and between the parties identified below as the "Disclosing Party" and the "Recipient". For purposes of this Contract, Recipient shall mean Lauber World Wide, LLC, and all its subsidiaries, and Disclosing Party shall refer to the individual or entity submitting information to Recipient, as further defined herein.

WHEREAS, the Recipient operates the website www.CapZen.biz (the "Site"), which serves as a meeting place for entrepreneurs and inventors. Inventors can submit ideas, proposals, inventions or business plans to the Site and Users (as defined below) can view such submissions and decide whether to invest in the submission; and

WHEREAS, the Disclosing Party, being such an inventor or entrepreneur, desires to submit to the Recipient information related to an idea, proposal, inventions or business plan developed by the Disclosing Party that contains certain confidential information ("Confidential Information", as defined in Section 2 below), which the Recipient acknowledges to be of a confidential character; and

THEREFORE, the Disclosing Party submits the Confidential Information, and the Recipient receives the Confidential Information, with the mutual understanding that all parties to this Contract agree as follows:

1. Description of Services

A. **Process for Content Submission.** Upon registration to the Site and submission of the Disclosing Party's idea, proposal, invention or business plan (the "Submission"), the Submission will be reviewed by the Recipient for content and originality. The Recipient shall make every attempt to review the Submission within two (2) business weeks of submission by the Disclosing Party. Once the Submission has been certified by the Recipient, the Submission will be appropriately categorized and made active in the Site database. The Disclosing Party will then have the ability to select associate brands (individuals, companies and/or general markets) as target markets for the Submission. If the appropriate associate brand is not listed, the Disclosing Party will have the option to create a new associate brand.

B. **Process for Content Review and Retrieval.** Upon registration to the Site, which shall include agreeing to a User Confidentiality Contract, an interested entrepreneur ("User") shall have access to the Site database in order to review Submissions. Should a User become interested in a Submission, the User will contact the Disclosing Party directly in order to further discuss the Submission. Any further discussion and/or agreements between the User and the Disclosing Party shall be private to those parties and shall not include the Recipient. The Recipient shall be bound by the confidentially provisions set forth in Section 3 below until the Submission has been withdrawn by the Disclosing Party or the Submission has been removed from the database, as set forth in Section 7 below.

C. **User Comments.** All Users will also have the option to comment on a Disclosing Party's

Submission. Once a comment to a Submission has been received, the Disclosing Party will have the ability to either accept or reject the comment. In either circumstance, the Disclosing Party shall be bound to the Confidential Information requirements, set forth in Section 2 below, with regard to the User's comment(s).

2. **Definition of Confidential Information.** In connection with the Disclosing Party's desire to disclose to the Recipient information related to an idea, proposal, invention or business plan developed by the Disclosing Party, and to have the Recipient make that information available to Users through the Site (the "Transaction"), the Disclosing Party has furnished, is furnishing, and may furnish to the Recipient certain Confidential Information. As used herein, the term "Confidential Information" shall mean all non-public information that the Disclosing Party furnishes to the Recipient concerning the Transaction, whether furnished before or after the date of this Contract, whether oral or written, tangible or intangible, and in whatever form or medium provided, including, but not limited to, information constituting a trade secret under the Nebraska Trade Secret Act ("Trade Secrets"), financial information, business plans, strategic and marketing plans, pricing information, designs, procedures, methods of operation, formulas, data flow analyses, drawings, sketches, product specifications, schematics, discoveries, inventions, research and development, improvements, source code and object code, concepts, ideas, processes, know-how, documentation, patterns, parts lists, blueprints, circuit diagrams, devices, prototypes and models as well as all information generated by the Recipient or by its officers, directors, partners, employees, affiliates, agents or representatives, as applicable (collectively, "Representatives"), that contains, reflects, or is derived from the Confidential Information. However, the term "Confidential Information" shall not include information that (a) was in the Recipient's possession before receipt from the Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party.

3. **Contract to Maintain Confidentiality.** In consideration of the Disclosing Party's disclosure of the Confidential Information to the Recipient, but subject to the Disclosing Party's desire to have the Recipient make the Disclosing Party's submitted ideas, proposals, inventions or business plans available to Users through the Site, the Recipient agrees that the Confidential Information will not be used by the Recipient or by its Representatives other than in connection with the Transaction. The Recipient shall exercise its best efforts to protect the confidentiality of the Disclosing Party's Confidential Information. Moreover, the Recipient agrees to transmit the Confidential Information only to such of its

Representatives who have a need to know the Confidential Information for the sole purpose of assisting the Recipient in the Transaction, who are informed of the existence and nature of this Contract, and who agree in writing to be bound by the terms hereof. Other than in connection with the Transaction, the Recipient shall not directly or indirectly, use the Confidential Information, in whole or in part, in developing any product or service or component thereof for its benefit or for the benefit of or on behalf of any third party without the prior written consent of the Disclosing Party. Under no circumstances may the Recipient decompile, disassemble, reverse engineer, plagiarize or "unlock" any products (including computer programs), prototypes or models furnished to the Recipient by the Disclosing Party. In any event, the Recipient shall only be liable to the Disclosing Party for any loss, liability or damages incurred by the Disclosing Party as a result of any intentional breach of this Contract by the Recipient or its Representatives. However, nothing in this Contract shall be interpreted as prohibiting the Recipient from disclosing the Confidential Information to Users in connection with the Transaction.

4. **Proprietary Legends.** The Recipient shall not remove any copyright or other proprietary rights notice attached to or included in any Confidential Information. The Recipient shall reproduce all such notices on any copies the Recipient makes of Confidential Information. The Recipient shall not alter, translate, adapt, plagiarize or make any modifications to or prepare derivative works of the Confidential Information or the proprietary legends.

5. **Proprietary Rights.** All right, title, and interest in and to the Confidential Information and any Trade Secrets or other intellectual property rights embodied therein are retained by the Disclosing Party. Nothing contained in this Contract shall be construed as granting or transferring to or conferring upon the Recipient rights in the Confidential Information not possessed by the Recipient prior to this Contract. However, the Disclosing Party warrants to the Recipient that the Disclosing Party has the right to disclose the Confidential Information contemplated by this Contract. Additionally, the Disclosing Party hereby acknowledges Recipient's right, title and interest in and to the CAPZEN trademark, the CAPZEN domain name and all copyright, trade secret and other intellectual property rights in the Site owned by the Recipient, and agrees not to claim any title to these rights except as permitted by this Contract.

6. **Requests for Confidential Information.** In the event that the Recipient or its Representatives, or anyone to whom either supplies the Confidential Information, receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or other governmental body, the Recipient agrees (i) to notify the Disclosing Party immediately of the existence, terms and circumstances surrounding such request, (ii) to consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such Confidential Information is required to prevent the Recipient from being held in contempt or other penalty, to furnish only such portion of the Confidential Information as it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will

be accorded to the disclosed Confidential Information. The costs associated with such disclosures shall be paid by the Disclosing Party.

7. **Expiration of Duty; Withdrawal; and Return of Confidential Information.** The Submission shall be deactivated from the Site database twenty-four (24) months after registration if there has been no activity on the Submission. The Submission shall remain in the Recipient's permanent records unless the Disclosing Party requests a total deletion of the Submission from the Site database. Upon deactivation, the Disclosing Party shall have the ability to resubmit the idea, proposal, invention or business plan through the process set out in Section 1A above. The Recipient's duty to protect the Confidential Information under this Contract expires upon deactivation of the Submission, by either the Disclosing Party or the default period of twenty-four (24) months from the date this Contract is executed. However, the Disclosing Party may withdraw its Submission, including all Confidential Information, from the Recipient and the Site at any time, and the Recipient agrees that, within three (3) business days after the Disclosing Party's written request, all copies of the Confidential Information and all other documents and other media reflecting the Confidential Information in any form whatsoever (including but not limited to any reports, notes, memoranda, computer data or other materials prepared or compiled by the Recipient or its Representatives, or at their direction) will be delivered by the Recipient or its Representatives to the Disclosing Party, and Recipient, at its expense, will destroy all electronic copies of the Confidential Information received from the Disclosing Party or made by the Recipient and will so certify in writing to the Disclosing Party.

8. **Loss, Theft or Unauthorized Disclosure.** The Recipient will immediately notify the Disclosing Party of any theft or unauthorized disclosure, reproduction or use of any Confidential Information, or any part of such information, of which the Recipient has knowledge. The Recipient shall include in such notice the name, title and business address of any person, whether or not employed by the Recipient whom the Recipient reasonably believes has unauthorized possession of or made unauthorized disclosure, reproduction or use of Confidential Information and a description of the Confidential Information at issue and the factual circumstances surrounding the unauthorized disclosure, theft or loss.

9. **Notice.** All notices, demands or other communications required or permitted to be given pursuant to the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally, sent by first class mail, all postage and other charges prepaid or mailed by certified mail, return receipt requested, with postage prepaid to the addresses set forth on the signature page. Notice sent by first class mail shall be deemed effective as of the fourth business day following the date of mailing.

10. **Entire Contract.** This Contract constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. All other prior contracts, agreements or

understandings related to the subject hereof between the parties, whether written or oral, shall be null and void and of no further force and effect upon the execution of this Contract.

11. **Amendment.** This Contract shall not be modified except by a written instrument agreed to by both parties.

12. **Severability.** If any severable provision of this Contract is deemed invalid or unenforceable by any judgment of a court of competent jurisdiction, the remainder of this Contract shall not be affected by such judgment, and the Contract shall be carried out as nearly as possible according to its original terms and intent.

13. **Waiver.** No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

14. **No Assignment.** Neither party may assign this Contract. The obligations of the parties under this Contract shall not terminate upon any attempted assignment.

15. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska without reference to its conflict of laws principles. The parties agree that any action or proceeding arising out of or related in any way to this Contract shall be brought solely in a court of competent jurisdiction sitting in Douglas County, Nebraska. The parties hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

16. **Authority to Contract.** Each party represents that it has the full power and authority to enter into this Contract and to grant the rights herein conveyed. Each party further represents that it has not entered, nor will it enter, into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

17. **General.** This Contract is binding on the parties' heirs, successors and permitted assigns. This Contract is the result of an arms-length bargain between the parties. The terms of this Contract shall not be construed against the drafter.

18. **Electronic Contracting.** The Recipient and the Disclosing Party desire to facilitate certain transactions pursuant to this Contract by exchanging documents, records and signatures electronically or by utilizing electronic agents. The use of electronic facilities or agents shall be in accordance with procedures established by the Recipient and governed by the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Nebraska.

19. **Counterparts.** This Contract may be exercised in any one or number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

20. **Reference.** Please print, sign and have witnessed a copy of this Confidentiality Contract for your records, as you may need to reference it from time to time.

IMPORTANT -- READ CAREFULLY: By clicking the "YES" button, you, as the Disclosing Party, agree to be bound by the terms of this Confidentiality Contract and have used your electronic signature to agree to the terms of this Contract. If you do not agree to the terms of this Contract, you will not be able to register and will not be able to submit your idea, proposal, invention or business plan to the Site. By agreeing to be bound by the terms of this Confidentiality Contract, you will be able to register an account with the Site and begin the process to submit your idea, proposal, invention or business plan to the Site.

Please note that while the signing the signature block below is not required in order for you (i) to be bound by the terms of this Confidentiality Contract; or (ii) to submit your concept, it is recommended that you sign and have your signature witnessed in order to have a signed copy of the Contract for your records, furthering your claim to your intellectual property.

DISCLOSING PARTY

WITNESS

Print Name

Print Name

Signature

Signature

Date

Date

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