

USER CONFIDENTIALITY CONTRACT

This Confidentiality Contract (this "Contract") is entered into as of the date set forth below, by and between the parties identified below as the "User" and the "Recipient". For purposes of this Contract, Recipient shall mean Lauber World Wide, LLC, and all its subsidiaries, and User shall refer to the individual or entity wanting to review information stored by 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 seeking capital can submit ideas, proposals, inventions or business plans to the Site and entrepreneurs can view such submissions and decide whether to invest; and

WHEREAS, the User, being such an entrepreneur, desires to review information related to an idea, proposal, inventions or business plan submitted by inventors and stored by the Recipient in the Site database; and

WHEREAS, the User acknowledges and understands that the information stored in the Site database contains certain confidential information ("Confidential Information," as defined in Section 2 below).

THEREFORE, the User and the Recipient agree to this Contract as follows:

1. Description of Services

A. Process for Content Submission.

Upon registration to the Site, an inventor (the Disclosing Party") may submit an idea, proposal, invention or business plan (the "Submission"). The Submission will be reviewed by the Recipient for content and originality. Once the Submission has been certified by the Recipient, the Submission will be appropriately categorized and made active in the Site database.

B. Process for Content Review and Retrieval. Upon registration to the Site, which shall include agreeing to the terms of this Contract, the User shall have access to the Site database in order to review Submissions. Should the 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.

C. User Comments. The User 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 User's desire to review submissions in the Site database (the "Transaction"), the User will review certain Confidential Information. As used herein,

the term "Confidential Information" shall mean all non-public information that a Disclosing Party furnishes to the Recipient for acceptance in the Site database, 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 submitted ideas, proposals, inventions or business plans available to the User through the Site, the User agrees that the Confidential Information will not be used by the User other than in connection with the terms of this Contract. The User shall exercise its best efforts to protect the confidentiality of the Disclosing Party's Confidential Information. Moreover, the User 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 User 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 User 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 User decompile, disassemble, reverse engineer, plagiarize or "unlock" any products (including computer programs), prototypes or models furnished by the Disclosing Party. In any event, the User shall be liable to the Disclosing Party

for any loss, liability or damages incurred by the Disclosing Party as a result of any breach of this Contract by the User or its representatives.

4. **Proprietary Legends.** The User shall not remove any copyright or other proprietary rights notice attached to or included in any Confidential Information. The User shall reproduce all such notices on any copies the User makes of Confidential Information. The User 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 User rights in the Confidential Information not possessed by the User prior to this Contract. Additionally, the User 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. **Expiration of Duty; Withdrawal; and Return of Confidential Information.** A 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, including all User comments, 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.

7. **Loss, Theft or Unauthorized Disclosure.** The User will immediately notify the Recipient of any theft or unauthorized disclosure, reproduction or use of any Confidential Information, or any part of such information, of which the User has knowledge. The User shall include in such notice the name, title and business address of any

person, whether or not employed by the User whom the User 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.

8. **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.

9. **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.

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

11. **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.

12. **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.

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

14. **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.

15. **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.

16. **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.

17. **Electronic Contracting.** The Recipient and the User 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.

18. **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.

19. **Reference.** Please print 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 User, 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 view the Site database. 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 of reviewing submitted ideas, proposals, inventions and business plans.

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