



NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure Agreement (hereinafter called the "Agreement") is entered into this ___th day of _____ 2007, by and between G & H Global Services Inc. (hereinafter called "GHGS") and _____.

WHEREAS GHGS and/or _____ possess trade secrets, technical, business and other confidential or sensitive information relating to _____ (hereinafter called "Information")

WHEREAS the parties desire to exchange such Information in order to secure private and government funding and commercial sales:

NOW, THEREFORE, the parties hereby agree as follows:

1. Each party agrees to make use of the other's Information only for the purpose contemplated by this Agreement.
2. Each party shall protect the information against unauthorized disclosure, or use for any other purpose other than stated above, using the same degree of care but no less than a reasonable degree of care, as the recipient uses to protect its own proprietary information.
3. The parties each agree that Information they receive from the other party which is designated as proprietary in writing is the confidential property of the other party and agree not to disclose or use the Information except when the Information disclosed can be shown:
 - a. To be generally known in the relevant trade through no fault of the recipient;
 - b. To have been in the possession of both recipients at the time of receipt by the other party;
 - c. To have been developed independently by recipient; or
 - d. To have been rightfully received by the recipient from a third party.
4. Non-Circumvention. The parties shall respect the integrity and tangible value of the information provided and shall not in any manner whatsoever, either at the present time, or at a future time, attempt to circumvent the validity and integrity of this agreement. In the course of any attempted transactional process, any contacts introduced by one party to the other shall be considered the property of the introducing party, without the specific authorization of the first party to do so.



5. The terms of this Agreement shall begin when executed by both parties and shall expire 2 (two) years thereafter, at which time all exchanged proprietary Information shall be returned if no further business arrangement has been entered into between the parties.

6. This is the entire agreement between the parties.

AGREED TO AND ACCEPTED.

G & H GLOBAL SERVICES Inc.

Date

Date
