



MATRIX

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") between Matrix Business Concepts, LLC with its principal place of business at 130 North Main Street, Concord, New Hampshire (the "Company") and _____ (the "Individual") is entered into as of _____ ("Effective Date"). Company and Individual shall be referred to as "Party" or "Parties" as the context may require herein, and Company and its related or affiliated companies, if any, shall be referred to as "Company Group," including, without limitation, Matrix Business Concepts, LLC, and all other companies, if any, that may be considered a Company affiliate today or at some time in the future. Individual and Company agree that they have mutual interests in establishing a business relationship ("relationship") that may or may not be in the form of a formalized joint venture, customer/vendor, or other structured format.

1. Confidential Information: Defining, Furnishing, and Ownership.

(a) Confidential Information Defined. Individual agrees that the Company Group's Confidential Information includes, but is not limited to, all strategic and development plans, business plans, business records, product specifications, project records, agent identities, customer lists, market reports, marketing plans, strategies, forecasts, any and all information relating to existing and potential clients and their business needs, Individual lists, account statements, account information, financial statements, quotes, and similar documents, and all other information that provides Company Group with a competitive advantage in the marketplace, and/or tends to reflect or entail the monetary interests and/or business advantage of the Company Group. Company Group's Confidential Information further includes trade secrets, software programs, source code, object code, processes, formulae, data and other know-how, improvements, inventions (whether patented or not), techniques, leads, internal policies, patents, formulas, research, testing results, equipment performance and data, samples and ingredients, costs, expenses, all intellectual property or other trade secrets of any kind whether in original, duplicated, transcribed, microfiche, computerized, electronic, or any other form, whether clearly marked, otherwise identified according to Company rules or according to its nature, and whether prepared or maintained by Individual or by any personnel of Company Group.

Individual also agrees that the Company Group's Confidential Information also includes the Company Group's intellectual property, research, product development or know-how, and any other information that produces for Company Group and/or from which