



CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

This non-disclosure agreement made the _____ day of _____ 200 ____,

Between HP HEROS LLC, the Licensors for Hero's the Party Experience. Having a place of business at

5064 Sunset Fairways Drive
Holly Springs, NC USA 27540

and;

128, 6008 Macleod Trail SW
Calgary, AB. Canada T2H OK1

(Hereafter called the "company")

AND:

(Hereafter called the "applicant")

WHEREAS:

- A. The Company is the owner of a system identified and distinguished by unique and standard design, uniform standards, specifications, procedures and operation by high quality style and uniformity of services provided to the general public of a Birthday Party, Children's, Family, Entertainment Center;
- B. The company has developed a License system in USA and Canada for the exclusive provision of these services;
- C. The Company wishes to maintain the development secret and confidential and to protect trade ideas, business concepts and systems so developed.
- D. The Applicant is desirous of having the developments disclosed to it and is willing to evaluate the developments in confidence and not to make use thereof except pursuant to the mutual Agreement between the Company and the Applicant.
- E. The Applicant considers the disclosure to be real and valuable consideration.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. The Company will disclose the developments to the Applicant. The Applicant shall endorse receipt of any written documents comprising part of this disclosure by signing and dating a copy thereof to be retained by the Company if the Company so elects.
- 2. The Applicant agrees not to communicate the developments to any person, firm, corporation or business without the Company's prior written consent. The Applicant specifically agrees not to use, for personal gain, any trade ideas, business concepts or systems introduced by the Company.



3. The Applicant shall not make copies of information, documents, materials, diskettes, CD's, tapes or other information appertaining or relating to the developments without the Company's prior written consent. The Applicant shall forthwith upon demand by the Company return to the Company all specifications, documents, materials, diskettes, cd's, tapes and any copies thereof or any materials of any kind delivered to the Applicant or any materials arising out of the foregoing and shall not retain copies thereof for any purpose.
4. If the Applicant contends that any concepts or information disclosed to it by the Company are in public domain or were in the possession of the Applicant prior to such disclosure, the Applicant shall within ten (10) days of the receipt by the Applicant of such disclosure give written notice of such contention to the Company, which written notice shall include a complete identification of the information in question and the derivation thereof, including particulars of any contract in which the Applicant or any other person has made use of such concept or information. If the Applicant has not within ten (10) days of receipt of disclosure as contemplated in this Agreement given such written notice to the Company, then and in that event it shall be conclusively presumes that all information disclosed by the Applicant concerning the developments originated with the Company and constituted secret and confidential information and know-how.
5. The Company makes no warranty that any information or concept contained in any disclosure and pursuant to this agreement is or may be or value to the Applicant. The Applicant, however, shall be bound by the terms of this Agreement whether or not the Applicant elects to enter into future written Agreement with the Company for the exploitation of the developments to the mutual advantage of the parties.
6. It is expressly understood and agreed that the Agreement herein shall not be construed as to create any partnership, joint venture, agency, or any other business relationship which would authorize either party hereto to act in the name of or on behalf of the party and it is further understood and agreed that each of the parties are to remain completely independent of one from the other and that neither party has the authority of any kind to create any liability or obligation on behalf of the other party.

Signed Sealed and Delivered:

In the presence of:

All Applicants

Applicant

Witness

Print Name

Print Name

Applicant

Print Name

Applicant

Print Name