

## NON-DISCLOSURE AGREEMENT

Nevada Venture Capital, LLC (the "Company") and \_\_\_\_\_ (herein referred to "you" or "your") desires to engage in discussions regarding the Company's business operations and business plans and your possible involvement with therewith. Pursuant to your request regarding particulars in connection with the Company's business operations and plans the "Company" is providing you with certain confidential and proprietary information of substantial value to the Company relating the sales and marketing of real estate. You acknowledge that any disclosure of such confidential and proprietary information to third parties and/or non-parties to this agreement will prejudice the ability of the Company to conduct its business successfully. The confidential and proprietary information so disclosed may include, among other things, characteristics of the Company's concept, ideas, schematics, projections, business strategy and plans, trade secrets, customer and supplier information, data specifications, distributors, sources, Company contacts, exclusive arrangements, documentation, systems, algorithms, improvements and processes (collectively referred herein to as "Confidential and Proprietary Information").

Accordingly, whether or not any actual business relationship is hereafter established, you shall:

- (i) hold all Confidential and Proprietary Information of the Company in confidence and not to disclose such information to others, inclusive of any non-essential personnel; and
- (ii) not to use such Confidential and Proprietary Information commercially or for any purpose other than to conduct discussions with the Company and/or provide goods, property or services to the Company.

You agree to limit dissemination of and access to the Confidential and Proprietary Information so disclosed only to those of your personnel who have a need for such access. You understand that the Company makes no representations or warranties as to the accuracy or completeness of any such information.

Nothing herein shall in any way affect the respective rights of either party under the patent, trademark and copyrights laws of any country. Your rights under this Agreement may not be assigned or delegated without the written consent of the other party.

This Agreement will be construed according to the laws of the State of Nevada and any suit brought hereon must be brought in the state or federal courts sitting in Las Vegas, Nevada. You hereby waive any claims or defenses that such forum is not convenient. In the event you breach or threaten to commit a breach of this Agreement, the Company will, in addition to any other remedies available to it, be entitled to injunctive relief. You also agree that in the event of any litigation between the parties hereto to enforce any rights hereunder, the unsuccessful party to such litigation will pay to the prevailing party therein all costs and expenses including, but not limited to attorneys' fees and costs, actually incurred by the prevailing party.

Date: \_\_\_\_\_, 20\_\_\_\_\_.

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Nevada Venture Capital, LLC

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