

**VERSAPLANET L.L.C.**  
**CONFIDENTIALITY/NONDISCLOSURE AGREEMENT**  
**(For use by Representative)**

This confidentiality/Nondisclosure Agreement (“Agreement”) has been entered into and dated as of this \_\_\_\_\_ day of \_\_\_\_\_ 2002, by and between \_\_\_\_\_ together with its successors, executors, assigns, parents, associates, parents, associates, agents and affiliates (collectively “Representative”) and VersaPlanet L.L.C. together with its successors, executors, assigns, parents, associates, agents and affiliates (collectively “VersaPlanet L.L.C.”).

**WHEREAS**, Representative and VersaPlanet L.L.C. (“the Parties”) are considering engaging in possible business transaction or business arrangement (Transaction”);

**WHEREAS**, in connection with the Transaction VersaPlanet L.L.C. (Sometimes referred to as the “Disclosing Party”) desires to furnish Representative with Confidential Information (as defined herein);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Representative hereby agrees as follows:

1. For purposes of this Agreement, Representative agrees that all information and material of VersaPlanet L.L.C., including without limitation, international and intrastate rates, rate formulations and lists, demographic data and statistics, sales and distribution results and projections, product formula and design, names of suppliers and manufacturers, vendor information, new product concepts and development plans and status, product returns and complaint data and information, marketing ideas, projections and plans, sales force and distribution lists, locations, training operations, financial information, and technical operations information, are of a vital and confidential nature, any and all of which information and material is considered confidential information and material (together with any information derived there from or any analysis thereof collectively “Information”) as such terms are used therein. Representative hereby agrees that all Confidential Information which it has obtained or may hereafter be obtained, except as otherwise permitted pursuant to this Agreement, shall not be directly or indirectly, disclosed, published, communicated or made accessible by Representative or to any third party under any circumstances or otherwise used by Representative, except for the direct benefit pursuant tot the business interests contemplated under this Agreement, without the prior written consent of VersaPlanet L.L.C..
  
2. Representative shall take all reasonable steps to prevent the unauthorized use or disclosure of Confidential Information, including, without limitation (a) preventing any tangible evidence of Confidential Information from leaving its facilities, (b) limiting disclosure of or access to Confidential Information to employees that require knowledge or possession of Confidential Information, and (c) information each employee having knowledge of or access to Confidential Information of their obligation to keep the same confidential; provided, however, in no event shall the employees, consultants and agents of Representative use less than the degree of care Representative requires to protect its own Confidential Information.

3. Representative shall use the Confidential Information solely for the purpose of evaluating the business opportunity contemplated under this Agreement and for no other purpose.
4. If Representative decides not to proceed with the Transaction contemplated hereby, Representative shall inform VersaPlanet L.L.C. of such decision, and shall promptly return to VersaPlanet L.L.C. or destroy all copies of any Confidential Information material received from VersaPlanet L.L.C. then in its possession or in the possession of any of its representatives, and any copies, notes or extracts thereof, without retaining any copy thereof, and Representative will promptly destroy and will cause its representatives to destroy all copies of any Confidential Information or any material directly generated there from, and one of its duly authorized officers will certify in writing to VersaPlanet L.L.C. that such destruction has been accomplished.
5. Notwithstanding the foregoing, the obligation of confidentiality provided for in this Agreement shall not apply to information which is (a) required to be disclosed by government requirements or court order, (b) at the time of disclosure to Representative already in the lawful possession of Representative than if previously delivered by VersaPlanet L.L.C., (c) at the time of disclosure is in a public offering or in the public domain or, after lawful disclosure by a person or entity other Representative, has become part of the public domain, or (d) rightfully received by Representative, from a third party, provided that Representative reasonably believes that the information was not wrongfully obtained by such third party.
6. In the event that Representative is requested or required by government or court order to disclose any of the Confidential Information material received by it pursuant to this Agreement, it shall (a) provide VersaPlanet L.L.C. with prompt prior written notice of such request or requirement, and (b) cooperate with VersaPlanet L.L.C. so that VersaPlanet L.L.C. may seek a protective order or other appropriate remedy or, if appropriate, waive compliance. In any event, Representative shall be limited to disclosing only that portion of the Confidential Information material that it is advised by counsel in writing is legally required to be disclosed.
7. Representative shall not disclose, without the prior written consent of VersaPlanet L.L.C., either the fact that any investigations, discussions, or negotiations are taking place concerning a possible Transaction between the Parties, or that any evaluation material has been received by it from VersaPlanet L.L.C., or the existence of any of the terms, conditions or other fact with respect to any such Transaction.
8. Representative further agrees that for a period of (2) two years from the date of this Agreement, that it will not, directly make a targeted effort to solicit for employment any person who is an executive officer of VersaPlanet L.L.C. or any of its respective subsidiaries or customers on behalf of any company or themselves.
9. Representative understands and agrees that no contract, understanding or agreement providing for a possible Transaction between the Parties shall be deemed to exist unless and until a definitive transaction agreement between the Parties with respect to such transaction has been executed and delivered. For purposes of this Agreement, the term "definitive transaction agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid.

10. Representative agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that VersaPlanet L.L.C. shall be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by Representative, or in addition to other remedies available to VersaPlanet L.L.C., whether at law, in equity or otherwise, and Representative further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
11. This Agreement constitutes part of the Transaction to be carried out by the Parties and both this Agreement and subsequent business transaction(s) and potential relationship(s) shall be governed by and construed in accordance with Nevada law.
12. Representative acknowledges that the provision of Confidential Information or other information hereunder in no way constitutes or gives rise to any representation or warranty by VersaPlanet L.L.C. as to the accuracy or completeness thereof or as to the nonoccurrence of any changes in the affairs of VersaPlanet L.L.C. since the date as of which such information is provided.
13. This Agreement is not assignable. This Agreement may not be amended, modified, altered or waived except by an instrument in writing signed by both Parties.
  
14. The Term of this Agreement shall be for a period of two years from the date of execution.

VersaPlanet L.L.C.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted and Agreed:

By: \_\_\_\_\_  
Date: \_\_\_\_\_