

NON-DISCLOSURE AGREEMENT

This Agreement is entered into effective as of the _____ day of _____, 2011 between TransGenada LLC (the "Company") and _____ (first) _____ (last), the independent contractor, individual, or business representative (the "Recipient"). Recipient is acting as an independent contractor, individual, or business representative with interest in aiding, collaborating, exposure to sensitive information by participating in some shared business endeavor, or providing financial or intellectual interests and/or investments the Company, and for that purpose the Company may make certain Confidential Information (as defined below) available to the Recipient (the "Purpose"). As a condition to, and in consideration of, the Company's furnishing of Confidential Information to the Recipient, the Recipient agrees to the restrictions and undertakings contained in this Agreement. Recipient agrees that all information disclosed by the Company to Recipient, including any such information disclosed prior to the date of this Agreement, and including without limitation information acquired by Recipient in writing, or ally or by inspection of the Company's property, relating to (without limitation) the Company's prototypes, samples, technical data, trade secrets, know-how, actual and anticipated research, developments or products, product plans, services, software, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, customers, markets, marketing plans, distribution methods, financial information, sales or programming matter, compositions, drawings, diagrams, computer programs, studies, work in process, visual demonstrations, manufacturing plans, confidential information disclosed to the Company by third parties, and other data, whether oral, written, graphic, or electronic form shall be considered "Confidential Information", even if the information is not intentionally given to the Recipient. However, Confidential Information shall not include information which, as Recipient can prove in written evidence, (i) is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of Recipient, (ii) is known by Recipient at the time of disclosure, or (iii) is lawfully obtained by Recipient without violation of a confidentiality obligation. Recipient agrees (i) to use Confidential Information solely for the Purpose; (ii) to use all possible means to maintain the Confidential Information in strict confidence, and at least those measures that it employs for the protection of its own confidential information, but in any event not less than a reasonable degree of care, (iii) to disclose Confidential Information only to Recipient's employees who are required to have the information for the Purpose and have previously signed an agreement in content similar to the provisions hereof; and (iv) to immediately notify in writing the Company in the event of any unauthorized use or disclosure of the Confidential Information. Recipient shall not reverse engineer, disassemble, decompile or copy any software or other tangible objects or products which embody the Confidential Information, nor export or re-export or otherwise transmit, directly or indirectly, any Confidential Information, or the direct product of Confidential Information, except with the applicable government export approvals or export permits. All Confidential Information and all of the Company's trademarks remain the property of the Company and no license or other rights in the Confidential Information or such trademarks are granted hereby, except as expressly provided above. This Agreement does not constitute a joint venture or other such business agreement. All information is provided "as is" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. Recipient

agrees to return to the Company immediately upon the Company's written request all documents and other tangible objects containing or representing the Confidential Information and all copies thereof which are in the possession of Recipient, including but not limited to all computer programs, documentation, notes, plans and drawings, and any reports, presentations, memorandums and other similar work made by Recipient in connection with or relating to the Company or the Confidential Information. With respect to Confidential Information stored in electronic form, Recipient shall delete all such Confidential Information from its systems and shall confirm in a writing signed by an authorized representative of Recipient, that all Confidential Information has been deleted. Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, Recipient agrees that the Company shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have. Recipient's obligations here under shall survive termination or expiration of this agreement until such time as all Confidential Information disclosed here under becomes publicly known and made generally available through no action or inaction of Recipient. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, except that Confidential Information and the rights and obligations under this Agreement may not be assigned by Recipient without prior written consent of the Company. This document contains the entire agreement between the parties with respect to the subject matter hereof, and may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona excluding that body of law pertaining to conflict of law, and the parties here to agree to submit to the exclusive jurisdiction of the courts of Arizona, United States of America any disputes arising out of the subject matter.

NON-COMPETE AGREEMENT

For good consideration and as an inducement for the Company to employ, conduct business, or interact with the Recipient, the undersigned individual hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and/or for a period of 5 years following termination of employment and/or business interaction and notwithstanding the cause or reason for termination of employment and/or business interaction. The term "not compete" as used herein shall mean that the Recipient shall not own, manage, operate, consult or to be an employee in a business substantially similar to or competitive with the present business of the Company or such other business activity in which the Company may substantially engage during the term of the employment and/or interaction. The Recipient acknowledges that the Company shall or may in reliance of this agreement provide the Recipient access to trade secrets, customers and other confidential data and good will. The Recipient agrees to retrain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, UNDERSTOOD, AND AGREED, the Parties hereto have executed this both the NON-DISCLOSURE AGREEMENT and the associated NON-COMPETE AGREEMENT as of the date set forth above.

RECIPIENT

Please initial each page (1-3), sign and date below.

By: _____

Signature: _____

Company: _____

Address: _____

Date: _____

WITNESS / REPRESENTATIVE OF THE COMPANY

Please initial each page (1-3), sign and date below.

By: _____

Signature: _____

Company: _____

Address: _____

Date: _____

Document contains 3 pages, all numbered consecutively.