

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement, made as of the date last executed below, is by and between; GAISER ENTERTAINMENT (“GE”) located at, 4500 Antigua Way, Mandalay Beach, Ca. 93035 and any and all of its affiliate companies, and _____, (“Recipient”) located at _____.

RECITALS

(“GE”) and (“RECIPIENT”) desire to exchange certain confidential information in order to further their discussions and /or possible negotiations concerning a possible business arrangement and / or investment. Each party wishes to maintain the confidentiality of the material and information disclosed to the other and to preserve to itself the commercial benefits and contacts from the use of such material.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby covenant and agree as follows:

1. DEFINITION : “Confidential Information” means information (including artistic work, program code, graphic designs, business plans, business strategies, legal information, text, formulae, patterns, compilations, programs, devices, methods, techniques and processes) of a party that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and includes, without limitation, animation, visual images, audio recordings, written works, software and hardware products, software and hardware programs, business plans, business strategies, marketing plans, customer lists, price lists, cost information, information about employees, contractors, descriptions of inventions, process descriptions, descriptions of technical know how, engineering and technical specifications and documentation, and pending or abandoned patent applications. Confidential Information may be written, oral, expressed in electronic or non-electronic media or otherwise disclosed in any manner of communication, including those means known or unknown to current scientific knowledge or which may be hereafter devised and may be tangible or intangible. All materials and information disclosed by either party to the other will be presumed to be Confidential Information and will be so regarded by the recipient, unless the recipient can prove that the materials or information are not Confidential Information .

2. Specific NDA RECIPIENT acknowledges that (“GE’s”) designs, plans, developments, ideas, manufacturer, clients, potential clients, investors and contacts introduced to (“RECIPIENT”) are proprietary information now and in perpetuity and (“RECIPIENT”) will not disclose, share, contact, do business with, or otherwise transfer any such information without (GE’s) express written permission to do so in each instance or situation.

3. OBLIGATIONS CONCERNING CONFIDENTIALITY AND LIMITED USE: the recipient (the “Receiving Party”) of Confidential Information from the other party (the “Disclosing Party”) agrees: (i) that it will maintain and preserve the confidentiality of such Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own confidential information; (ii) that it will disclose such Confidential Information to its own employees, members of its own Board of Advisor, and members of its own Board of Directors on a “need-to-know” basis, only, and only to such employees who have agreed to maintain the confidentiality thereof; (iii) that it will not disclose such Confidential Information to any third party (including subcontractors and consultants) without the express written consent of the Disclosing Party; and (iv) that it will use such Confidential Information solely in its consideration of whether to enter into a business arrangement with the Disclosing Party, and that it will not otherwise use for its benefit or the benefit of any third party any such Confidential Information.

4. CONFIDENTIALITY OF THIS AGREEMENT : Each party agrees to maintain the confidentiality of the existence and terms of this Agreement, as well as the fact that the parties are considering a possible business arrangement (all of such information to be Confidential Information hereunder) .

5. RETURN OF INFORMATION : Upon the written request of either party, the receiving party will return to the disclosing party all tangible expressions (including all copies) of Confidential Information or materials of the disclosing party, and certify in writing as to any and all tangible expressions of Confidential Information that have been lost or destroyed.

6. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws and judicial decisions of the State of California. Any dispute which refers, relates, pertains to, or arises under, in whole or in part, this Agreement or the enforcement, interpretation, or validity thereof, shall be resolved solely in the United States District Court for the Central District of California, or the California Superior Court for the County of Los Angeles, where appropriate.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING
AND AGREE TO BE BOUND THEREBY**

DATED: _____ GAISER ENTERTAINMENT

By _____
Ron Gaiser / President

DATED: _____
_____ Business or affiliates name.

By _____
Signature of Recipient

Print Name

Phone _____

Fax _____

Email _____