



Sample NDA

Friday, November 18, 2005

Mr. Indiainfoit Manager
Washington Blvd,
Las Costa, CA

Dear Mr. Indiainfoit Manager

Re: Confidentiality Agreement (this "Agreement")

Ladies and Gentlemen:

In connection with your consideration of a possible transaction (the "Transaction") between Mr. Indiainfoit Manager located at 11234 Washington Blvd, , La Costa, CA (the "Interested Party") and XYZ System Inc. ("JWC"), (the "Company"), Interested Party has requested certain information regarding the Company which is non-public, confidential and proprietary in nature. In consideration of, and as a condition to, furnishing the Interested Party with such information and any other information (whether prepared by the Company, its advisors or otherwise, and whether communicated in writing or communicated orally) delivered to the Interested Party or its directors, officers, employees, advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors), agents or controlling persons (such affiliates and other persons being herein referred to collectively as "Representatives") by or on behalf of the Company in connection with the Interested Party's consideration of the Transaction (such information being herein referred to collectively as the "Evaluation Material"), the Company hereby requests the Interested Party's agreement as follows: .

1. The Evaluation Material will be used solely for the purpose of evaluating the Transaction involving the Interested Party or its affiliates, and unless and until the Interested Party has completed such Transaction pursuant to a definitive agreement, such Evaluation Material will be kept confidential and will not be disclosed or otherwise used by the Interested Party or its Representatives, except that the Evaluation Material or portions thereof may be disclosed to those of the Interested Party's Representatives who need to know such information for the purpose of evaluating the Transaction (it being understood that prior to such disclosure those Representatives shall agree to keep such information confidential, shall be provided with a copy of this Agreement and shall agree to be bound by the terms hereof to the same extent as if they were parties hereto). The Interested Party agrees to be responsible for any breach of this Agreement by its Representatives and to take, at its sole expense, all reasonable measures (including, without limitation, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.

2. The term "Evaluation Material" shall be deemed to include all confidential, proprietary or trade secret information relating to the Company, including without limitation, information regarding the Company's business operations, financial information and marketing strategies (whether or not such information is reduced in writing), and any notes, analyses, compilations, studies, interpretations or other documents prepared by the Interested Party or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the Interested Party or its Representatives pursuant hereto. The term "Evaluation Material" does not include any information which (i) at the time of disclosure is generally available to and known by the public (other than as a result of its disclosure by the Interested Party or its Representatives), (ii) was available to the Interested Party prior to disclosure by the Company, provided that the person who was the source of such information was not known to the Interested Party or its Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other person with respect to such information, or (iii) becomes available to the Interested Party on a non-confidential basis from a person other than the Company or its Representatives, provided that the source of such information was not known to the Interested Party or its Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other person with respect to such information. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, the media and any corporation, company, partnership, entity, group and individual.

3. In the event that the Interested Party receives a request to disclose all or any part of the information contained in the Evaluation Material under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, the Interested Party agrees to (i) immediately notify the Company of the existence, terms and circumstances surrounding such a request, (ii) consult with the Company on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such information is required, exercise, at the Company's expense, the Interested Party's reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the information which the Company so designates.

4. Unless otherwise required by law in the opinion of the Interested Party's counsel, neither the Interested Party nor its Representatives will, without the prior written consent of the Company, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible Transaction between the Interested Party and the Company or any of its partners, or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof and the fact that Evaluation Material has been made available to the Interested Party.

5. If a Transaction is not consummated by the Interested Party, or if at any time the Company requests, the Interested Party will, at the Company's expense, promptly return to the Company all copies of the Evaluation Material in the Interested Party's possession or in the possession of its Representatives, and the Interested Party will destroy all copies of any notes, analyses, compilations, studies, interpretations or other documents prepared by the Interested Party or its Representatives which contain, reflect or are based upon Evaluation Material furnished pursuant hereto and direct its Representatives to do likewise

6. The Interested Party understands and acknowledges that neither the Company nor any of its Representatives is making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. Neither the Company, its Representatives, nor any of their respective officers, directors, employees, agents or controlling persons (within the meaning of the Securities Exchange Act of 1934) shall have any liability to the Interested Party or any other person resulting from the Interested Party's use of the Evaluation Material.

7. The Interested Party agrees that unless and until a definitive agreement between the Interested Party and the Company with respect to any Transaction has been executed and delivered, neither the Company nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. The Interested Party further acknowledges and agrees that the Company reserves the right, in its sole discretion, to reject any and all proposals made by the Interested Party or its Representatives with regard to the Transaction, and that each party hereto reserves the right to terminate discussions and negotiations with regard to the Transaction at any time.

8. If the Interested Party determines that it does not wish to proceed with the Transaction, the Interested Party will promptly advise the Company of that decision.

9. The Interested Party agrees to indemnify and hold the Company and its shareholders harmless from any damages, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use of disclosure by the Interested Party or its Representatives of the Evaluation Material or other violation of this Agreement. In addition, the Interested Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Interested Party or any of its Representatives and that the Company shall be entitled to equitable relief by way of injunction and specific performance if the Interested Party or any of its Representatives breaches or threatens to breach any of the provisions of this Agreement. The Interested Party agrees not to oppose the granting of such relief, and to waive, and to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

10. The Interested Party understands and agrees that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11. This Agreement is for the benefit of the Company, and shall be governed and construed in accordance with the laws (excluding the conflict of laws rules) of the State of California.

12. This Agreement represents the entire understanding and agreement of the parties hereto relating to the subject matter hereof and may be modified or waived only by a separate writing executed by the Company and the Interested Party expressly so modifying or waiving such Agreement.

13. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Letter, and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

This Agreement is being delivered to the Interested Party in duplicate. Kindly execute and return one copy of this letter, which will constitute our Agreement with respect to the subject matter of this letter.

Very truly yours,

XYZ System Inc ("JWC")

By:

Confirmed and Agreed to this Friday, November 18, 2005

Mr. Indiainfoit Manager

By:

Print Name:

Title:

An Individual