

**NEXTEP, INC.**  
**NON-DISCLOSURE AND CONFIDENTIALITY**  
**AGREEMENT**

This non-disclosure and confidentiality agreement (the "Agreement") is entered into between NEXTEP, Inc., a Nevada Corporation of PO Box 11188, Reno, Nevada 89510 (First Party) and \_\_\_\_\_ of \_\_\_\_\_ (Second Party). Both parties will be collectively known as, the "Parties".

1. **Purpose.** The First Party and Second Party (Parties) are discussing and may enter into a business relationship or transaction. To further this process, one or both parties ("Disclosing Party") may disclose to the other party ("Receiving Party") certain confidential and proprietary information owned by the Disclosing Party or for which the Receiving Party is under an obligation to protect.

2. **Definitions.** "Confidential Information" is the proprietary and confidential data or information of a Disclosing Party, including but not limited to "Trade Secrets", which may include but not be limited to such information relating to customers, alliances, technology, research and development status and processes, manufacturing protocols and technologies, products and services, financing and revenue sources, pricing schedules and methodology, sales techniques and plans, marketing plans and operations. "Trade Secrets" may be further characterized as including a formula, pattern, compilation, program, device, method, technique or process, that: (a) have an independent economic value, now or in the future, because others that could obtain economic value from their disclosure or use do not generally know such information or cannot by proper means obtain the information; and (b) the Disclosing Party has used reasonable efforts under the circumstances to maintain their secrecy.

Confidential Information shall not include the following information: information that was previously known to the Receiving Party; information already in the public domain; information given to Receiving Party by third party not subject to a secrecy obligation; information that becomes published through no fault of Receiving Party; or information that becomes known to the Receiving Party through some other legal manner that does not require confidential treatment, then such excluded information will not be subject to this Agreement and shall not be considered Confidential Information.

3. **Protection of Confidential Information.** The Receiving Party agrees to keep confidential and shall not reveal, summarize, distribute, make use of, or make copies of the Confidential Information except as necessary to evaluate the relationship or transaction for which the Confidential Information is being provided. The Receiving Party shall control access to and keep private the Confidential Information and shall not reveal the Confidential Information to any other party or entity, or use the Confidential Information in any other setting other than for the purposes described above.

Receiving Party agrees to take those precautions and appropriate action necessary to protect the Confidential Information from being revealed to any third party. Receiving

Party shall promptly notify the Disclosing Party upon learning or having reason to believe that any unauthorized person(s), entity or entities have obtained information relating to the Confidential Information or have disclosed such information.

Upon the request of the Disclosing Party, Receiving Party shall promptly stop any use of Confidential Information and either destroy or return all tangible materials containing any Confidential Information. At the request of the Disclosing Party, the Receiving Party will also have an officer of Receiving Party certify in writing that Receiving Party has complied with such a request.

**4. Rights In Confidential Information.** The Disclosing Party shall retain all rights and interest in the Confidential Information and no license or other proprietary rights are implied, licensed or granted by this agreement. Any and all inventions, improvements, developments, or other related intellectual property made by Receiving Party or those under its control that relate to the Confidential Information shall be the property of the Disclosing party. The Receiving party in such instances shall work with and fully cooperate with the Disclosing party to ensure transfer of all ownership of such property to Disclosing Party including execution of documents relating to such transfer.

**5. Term.** The Receiving Party's obligation to safeguard the Confidential Information lasts for **THREE** (3) years.

**6. Remedies.** The Receiving Party acknowledges that a breach of this Agreement would cause immediate and irreparable harm to the Disclosing Party for which monetary damages may not be adequate. The Receiving Party agrees that the Disclosing Party shall be entitled to injunctive relief for a breach of this agreement, in addition to any other remedies that may be available.

**7. Other Legal Terms.** (a) The prevailing party shall be entitled, but not limited to, an award of damages, as well as its attorneys' fees and costs in any action brought for a breach of this agreement; (b) This agreement shall be governed by the laws of the State of Nevada; (c) All Confidential Information is provided on an "as-is" basis and each party disclaims any express or limited warranty; and (d) the proper venue relating to resolution of any issue arising under this Agreement are the courts and other means of dispute resolution located in Washoe County, Nevada.

**8. Entire Agreement** This Agreement contains the entire agreement between the parties and supersedes any prior agreement or understanding relating to the subject matter hereof. The Agreement may not be altered or modified in any way except by a writing signed by Parties and dated subsequent to the effective date of this Agreement.

FIRST PARTY  
NEXTEP, INC.

SECOND PARTY

By: \_\_\_\_\_  
Name

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

Date: \_\_\_\_\_, 2007

\_\_\_\_\_  
Title  
Date: \_\_\_\_\_, 2007