

RECIPIENT NON-DISCLOSURE/NON-CIRCUMVENTION AGREEMENT

1. **PARTIES:** This Agreement ("Agreement") dated this _____ day of _____ 20____, is entered into by and between **KMG Partners, LLC** (hereinafter known as "**KMG**"), having its principal place of business at 1440 Read Street Omaha NE 68112, and _____, et al., (hereinafter known as "Recipient"), having its principal places of business at _____ (Street, City, State Zip) (Recipient or _____ hereinafter individually referred to as the "Party" or together as the "Parties").
2. **RECITALS:** This Agreement is made with reference to the following facts:
 - a. **KMG** possesses certain information, knowledge, know-how, trade secrets and rights with respect to its business, assets, and related operations, all of which are hereinafter referred to as Confidential Information.
 - b. **KMG** wishes to provide information to the Recipient for the purpose of evaluation which will require **KMG** to reveal Confidential Information that may be proprietary or sensitive in nature.
3. **PURPOSE:** The purpose of this Agreement is to create a confidential and secure relationship between the Parties for the exchange of information and counsel.
4. **EFFECTIVE DATE AND DURATION OF AGREEMENT:** This Agreement shall be effective on the date of its execution, shall continue to be effective for a period of fifty (50) years unless terminated, in writing, by the Parties, and shall be binding on each Party's clients, agents, successors and assigns.
5. **AGREEMENT:** In consideration of the mutual covenants contained herein, the Recipient hereby agrees as follows:
 - (1) All information exchanged between the Parties is proprietary and confidential and shall be subject to the terms and conditions of this Agreement, unless the information falls within the exceptions set forth in paragraph 5a(2) herein. Recipient shall hold the information provided by **KMG** in strict confidence and shall not disclose such information to third parties without the written consent of **KMG**.
 - (2) Recipient's obligations of non-disclosure shall not apply to, and the term, "Confidential Information," shall not include (i) information which is published or can reasonably be considered a part of the public domain, (ii) information which, prior to disclosure, was known to the Recipient, (iii) information which, subsequent to disclosure, is obtained by the Recipient from a third party who is lawfully in possession of such information, and (iv) information which is obtained by the Recipient through independent research without the use of the Confidential Information.
 - (3) Whenever requested by **KMG**, the Recipient shall immediately return to **KMG** all of the property, including without limitation, all papers, records, documents, summaries, and the like of every kind and any and all copies thereto provided to the Recipient pursuant to this Agreement, or at **KMG's** option, the Recipient shall destroy all such materials as **KMG** may designate.
 - (4) Recipient recognizes and agrees that irreparable damage will result from any breach of this Agreement and that **KMG** shall have the remedy of a restraining order or other appropriate equitable relief to enforce this agreement.
 - (5) Recipient and **KMG** are not and shall not be deemed in any way to be agents of each other or partners.

- (6) The Recipient, along or with or through others, shall not circumvent or obstruct, or attempt to circumvent or obstruct, or incite or conspire with others to circumvent or obstruct the obligations created by this Agreement or any contractual relationship between **KMG** and any third party in relation to any proposed transaction in which there has been the exchange of any information from either of the Parties to the other. The Recipient shall not attempt to circumvent **KMG** by seeking a business relationship, contract, agreement, or an investment with any company, introduced to the Recipient by **KMG**, with which **KMG** has a business relationship or is proposing or developing a joint venture, acquisition, contract, licensing, or investment agreement without the expressed written consent of **KMG**.

6. **NOTICES:** All notices herein provided shall be deemed to have been given when posted by certified mail or confirmed telefax receipt to the following addresses.

If to: **KMG Partner, LLC**

Dr. Bennet Achigbu
KMG Partners, LLC
1440 Read Street
Omaha NE 68112
Address 2

RECIPIENT:

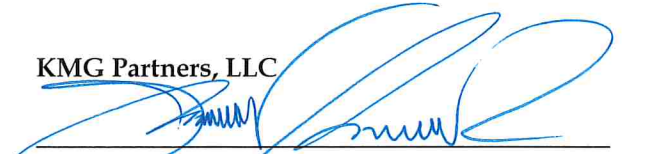
Name
Company Name
Address 1
Address 2
City, State ,Zip
USA
TELEPHONE
FAX
EMAIL

7. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Nebraska. Both parties irrevocably and unconditionally (i) consent to any suit, action or proceeding arising out of or relating to this Agreement being brought in any state or Federal Court in the State of Nebraska; (ii) waive any objection which they each may have now or hereafter to the laying of the venue of any such suit, action or proceeding under clause (i), above, in any such court, or claim that any such suit, action or proceeding under clause (i), above, has been brought in an inconvenient forum, and (iii) acknowledge that competence of any such Court, submit to the jurisdiction of any such Court in any such suit, action or proceeding and agree that the final judgment in any such suit, action or proceeding brought in any such Court, shall be conclusive and binding upon them. The prevailing Party in any such suit, action or proceeding, shall be entitled to reimbursement of his attorney's fees. All attorney's fees and other reasonable costs associated with such suit, action or proceeding shall be in an amount judged reasonable by a Court.

8. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall constitute an original document.

9. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the Parties, with respect to the subject matter herein and supersedes any previous proposals, understandings, commitments or representations whatsoever, oral or written. This Agreement shall only be amended by written agreement of the Parties.

KMG Partners, LLC



BY: DR. BENNETT ACHIBU

TITLE: Managing Partner

RECIPIENT

BY: _____

TITLE: _____