

GSC 1, LLC NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into as of

_____, MM/DD, _____, YYYY (the “Effective Date”) by
and between

YOUR NAME HERE

(Full Company Name IF APPLICABLE)

a _____ company, with offices at:

YOUR ADDRESS HERE

(Herein referred to as “Customer”) and **GSC 1, LLC a Wyoming Limited Liability Corporation headquartered at 2062 Valley Rd Costa Mesa CA 92627**, on behalf of itself and its Affiliates. As used in this Agreement, “Affiliate” shall mean an entity that is a successor of, controls, is controlled by or is under common control with GSC 1, LLC. Each of Customer GSC 1, LLC is sometimes referred to herein as a “Party” and together as the “Parties”.

WHEREAS, the Parties presently desire to consult with each other with for the sole purpose of evaluating a potential business venture between the Parties; and

WHEREAS, the Parties recognize that each other’s business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party’s business, impair a Party’s investments and goodwill, and jeopardize a Party’s relationship with a Party’s clients and customers; and

WHEREAS, in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth below;

NOW, THEREFORE, the Parties hereto, in consideration of the premises and other good and

valuable consideration, agree such information shall be treated as follows:

1. **Confidential Information.** “Confidential Information” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, including, but not limited to, information related to each Party’s customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets, and specific information related to the consultation that may be described on Exhibit A-1.
2. **Use of Confidential Information.** Each Party agrees not to use the other’s Confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information shall be made only upon the prior written consent from an authorized representative of the Party which disclosed such information (the “Disclosing Party”) or pursuant to subsequent agreement between the Parties.
3. **Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “Receiving Party”) shall, for a period of five (5) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own which it does not desire to disclose or disseminate, including taking steps to:
 - (a) restrict disclosure of Confidential Information solely to its employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
 - (b) advise all receiving Party employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound as evidenced by their signature.

- (c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon either Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

- (a) is required to be disclosed pursuant to any applicable laws or regulations (including the securities laws and regulations of the United States) or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by either Party for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. The provisions of this paragraph are in addition to any other legal right or remedies the Disclosing Party may have.

9. Equitable Relief.

(a) Equitable Remedies. The Parties agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Parties agree that in event of breach of any of the covenants contained in this Agreement, the affected Party will have available, in addition to any other right or remedy available, the right: i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(b) Legal Expenses. If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

10. Term. This Agreement may be terminated by either Party giving thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of five (5) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to

enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions.

(a) **Governing Law.** The laws of the State of California, USA will govern this Agreement.

(b) **Severability.** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

(c) **Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party may assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) **Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

Company: _____

GSC 1, LLC: _____



