

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. PARTIES. This Agreement is between Disclosing Party (New Era Network), the Disclosing Party of certain confidential information, and Receiving Party (as described below), the Receiving Party of certain confidential information.

2. BACKGROUND AND PURPOSE OF DISCLOSURE. Disclosing Party and Receiving Party are evaluating or are engaged in a business relationship (the "Projects"), during which Disclosing Party may disclose certain valuable confidential and proprietary information.

3. DESCRIPTION OF CONFIDENTIAL INFORMATION. Confidential Information, whether disclosed in written, oral, visual, or tangible form, disclosed by Disclosing Party to Receiving Party shall be subject to the provisions of the Agreement when: (a) the information is disclosed in written form which is marked confidential; or (b) the information is disclosed orally or visually (such as through visits to facilities of the Disclosing Party) and is identified at the time of disclosure as being confidential, and within thirty (30) days thereafter, a written summary of such oral or written disclosures is provided to the Receiving Party; or (c) when disclosed in tangible form (such as product samples), it is identified at the time of disclosure as being confidential. Moreover, Confidential Information shall also include (whether marked confidential or not) data regarding the quantity, price, delivery, or other commitments or proposals between the parties.

4. AGREEMENT TO MAINTAIN CONFIDENTIALITY. The Receiving Party agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees, agents or other third parties to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. Receiving Party shall not disclose Confidential Information to others or use it for purposes other than the Project(s).

5. EFFECTIVE DATE AND LENGTH OF OBLIGATION. This Agreement is effective as of the last date of execution by both parties and may be terminated by either party at any time upon written notice. Parties obligation of confidentiality and non-use of Confidential Information hereunder shall last for five (5) years from the date of such written notice.

6. EXCEPTIONS TO CONFIDENTIAL INFORMATION. Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement by either party; (c) was in parties' possession prior to disclosure, as evidenced by parties' written records, and was not the subject of an earlier confidential relationship with the other party; (d) was rightfully acquired by party after disclosure by the other party from a third party who was lawfully in possession of the information and was under no obligation to the other party to maintain its confidentiality; (e) is independently developed by the parties' employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by the party pursuant to judicial order or other compulsion of law, provided that

the party shall provide to the other party prompt notice of such order and comply with any protective order imposed on such disclosure.

7. RETURN OF CONFIDENTIAL INFORMATION. At any time requested by one of the parties, the other party shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.

8. DISCLAIMER OF OTHER RELATIONSHIPS. This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Confidential Information is disclosed or used by either party.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of the Disclosing Party, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of the federal and state courts of the state referenced in the preceding clause for purposes of any legal action arising out of this Agreement.

10. AMENDMENTS. This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be canceled, assigned or modified without the prior written consent of the Parties.

11. BREACH. If either party breaches the term(s) of this Agreement, the other party shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys fees and costs of suit as well as profits obtained by the breaching party as a result of misusing the Confidential Information; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of the parties' rights hereunder.

Receiving Party:

_____ Date: ____/____/____