

**CONFIDENTIALITY, NON-CIRCUMVENT,
NON-COMPETE AND NONDISCLOSURE AGREEMENT**

This Confidentiality, Non-Circumvent, Non-Compete and Nondisclosure Agreement (hereinafter “Agreement”) dated as of this _____ day of _____, 20__ is entered into by and between FLASH TECH, INC. whose address is 1124 Rosemont Drive, Desoto, TX 75115 (“Company”) and _____ (“Recipient”) for the purposes of entering into a confidential relationship to prevent the unauthorized disclosure of Confidential Information as described below.

RECITALS:

1. Company is in the business of mobile tax services.
2. Company and Recipient desire to discuss a possible business arrangement (an “Arrangement”).
3. In the course of discussions, Recipient may have access to Company’s proprietary or confidential information.

AGREEMENT:

Now, therefore, in consideration of Company’s disclosure of the Confidential Information (as defined below), and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Confidential Information, Confidential Relationship.

- (a) For purposes of this Confidentiality Agreement, “Confidential Information” means any of Company’s confidential, secret or proprietary information, including but not limited to,

products or services, personnel, contract terms, procedures of operation, business or marketing plans, prices, fees, business methods and practices, compilations of data or information concerning Company's business, websites, specific individual names, addresses and telephone/fax numbers, product technology information, financial data, business proposals, names of Company's suppliers and customers, possible business partners and their businesses, ideas and other information not generally known to the public.

(b) Notwithstanding 1(a) hereof, Confidential Information shall not include any information which the Recipient can prove by written documentation is:

- i. in the Recipients possession prior to disclosure by Company hereunder;
- ii. rightfully received from a third party and not delivered directly or indirectly from any breach of a confidentiality obligation by such third party;
- iii. independently developed by the Recipient without reliance on any Confidential Information; or
- iv. disclosed after receipt by the Recipient of written permission from Company to disclose.

(c) Except as required by law, the Recipient shall not, without the prior written consent of Company, disclose to any person the fact that the Confidential Information has been made available, that the parties have entered into this Agreement, that discussion or negotiations are taking place or have taken place concerning a possible arrangement between Company and the Recipient, or any of the terms, conditions or other facts with respect to any such possible Arrangement, including the status thereof.

2. Exclusive Purpose; Obligation Not to Disclose.

The Recipient hereby acknowledges and agrees that the Confidential Information is the sole and exclusive property of the Company and any unauthorized use or disclosure of such information may cause irreparable harm to Company. The Recipient shall receive, use and consider the Confidential Information solely and exclusively for the purpose of evaluating an Arrangement and performing services for Company with respect to such Arrangement. Except to the extent that the Recipient has prior written consent from Company, the Recipient shall not use the Confidential Information for its own benefit, nor duplicate in any manner or disclose to any third party the Confidential Information or any part thereof other than the Recipient's agents and representatives (the "Representatives") having a need to know the Confidential Information in order to assist in the evaluation of a possible Arrangement. In any instance in which the Recipient discloses the Confidential Information to the Representatives, the Recipient shall inform the Representatives of the confidential nature of the Confidential Information and the terms of this Confidentiality Agreement. The Recipient shall be held responsible for any unauthorized use or disclosure of any Confidential Information (including by Representatives), regardless of the nature thereof or the identity of the unauthorized user or discloser thereof.

3. Return of Confidential Information.

Upon the earlier of (a) a written request from Company or (b) the termination of the relationship between the Company and the Recipient pursuant to which such Confidential Information was entrusted to the Recipient, the Recipient shall promptly return to Company any and all copies, reproductions or summaries of any documentation or materials containing any Confidential Information.

4. Non-Competition.

You covenant and agree that, during the term hereof with the Company and for five (5) years after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, in accordance with the Texas Business and Commerce Code Section 15.50, anywhere in the Territory (as describe on Exhibit "A"), on behalf of any competitive business perform the same or substantially the same Job Duties (as described on Exhibit "A").

5. Non-Solicitation of Customers, Customer Prospects, and Vendors.

The Recipient agrees that during the term of this Agreement and for a period of five (5) years after the termination thereof, he/she will not, without the prior written consent of the company, directly or indirectly, or in any capacity solicit, entice, persuade, induce or attempt to solicit, entice, persuade or induce, directly or indirectly, any client, customer, Customer prospects and/or vendors of the company to terminate, alter or refrain from extending or renewing any contractual or other relationship of such employee, client or customer with the company or, where such relationship with the company is of an exclusive nature or substantially similar relationship with the Recipient or any competitor of the company. The Recipient further agrees that he/she will not cooperate with or assist, directly or indirectly, any person or entity in taking any of the actions prohibited under this Section 5.

6. Non-Solicitation of Employees.

The Recipient also covenants and agrees that during the term of his/her employment with the Company and for a period of five (5) months after the termination thereof, regardless of the reason for the employment termination, he/she will not, directly or indirectly, on his/her own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of the Company with whom

he/she had personal contact or supervised while performing his/her Job Duties (as described in Exhibit "A"), to terminate their employment relationship with the Company.

7. Trade Secrets.

With respect to those items of Confidential Information that qualify as trade secrets under the Texas Uniform Trade Secrets Act (TEX. CIV. PRAC. & REM. CODE § 134A *et seq.*) (the "Act"), the confidentiality obligations hereunder will survive termination for so long as any such items constitute trade secrets under the Act.

8. Independent Contractors.

The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, or franchise between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent

9. Remedies.

The Recipient acknowledges that remedies at law may be inadequate to protect against breach of this Agreement, and hereby agrees that Company, in addition to all other remedies, shall be entitled to injunctive relief and specific performance. Recipient hereby affirmatively waives the requirement that Company post any bond, demonstrate any likelihood of irreparable damage to Company or demonstrate that any actual damages will be suffered by Company in the event of a breach or threatened breach of this Agreement by Recipient. Company's right and remedies under this Section 8 are cumulative and in addition to any other rights and remedies that Company may have at law or in equity. Nothing in this Agreement will be construed as prohibiting the Parties from pursuing any other remedy at law or in equity, which they may have for any such breach, including the recovery of monetary damages. Without limiting the

forgoing, the receiving Party will assume liability for all damages, losses, expenses and costs (including, without limitation, reasonable attorneys' fees) resulting or arising from any breach by the receiving Party of this Agreement. The covenants and agreements contained in this Agreement shall be construed as separate covenants and agreements, and if any court shall finally determine that the restraints provided for in any such covenant and agreement are too broad as to the area, activity or time covered, said area, activity or time covered shall be reduced to whatever the extent the court deems reasonable, and such covenants and agreements shall be enforced as to such reduced area, activity or time.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any suit, action or proceeding with respect to this Agreement shall be brought exclusively in the state courts of the State of Texas or in the federal courts of the United States, which are located in Dallas, Texas. The parties agree to submit to the jurisdiction and venue of such courts for that purpose. Any process in any action or proceeding arising out of any such claim, dispute or disagreement may, among other methods, be served upon either party by delivering or mailing, by registered or certified mail to the address hereinabove written or to any other address the parties may designate in writing to the other. Furthermore, Provider shall be entitled to legal fees and court costs incurred in connection with enforcing their respective rights under this Agreement.

11. Entire Agreement; Amendments.

This Agreement contains the entire agreement concerning the Recipients use and confidential treatment of the Confidential Information. No modification of this Agreement will be binding upon either party unless it is approved in writing by all parties to this Agreement.

12. Notice.

All notices hereunder shall be in writing and shall be deemed to have been given when delivered by hand, mailed by first class registered or certified mail, postage prepaid and return receipt requested, or delivered by overnight courier addressed as set forth on the signature lines hereto or at such other address as may from time to time be specified to the other party in a notice similarly given.

13. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and both of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

RECIPIENT:

COMPANY: Flash Tech, Inc.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Date of Birth: _____

SSN: _____

EXHIBIT "A" – Territory and Job Duties

Date: _____

"Territory" means _____

Job Duties include: _____
