

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Non-Disclosure and Non-Compete Agreement (“Agreement”) is made and entered into on by and between **Brenda Niemeyer on behalf of WayPoint Youth Foundation** and _____. (hereinafter referred to as “Recipient”) in connection with a possible business transaction (“Transaction”) with and its related entities (“Discloser”). The parties hereto agree as follows:

1. Confidential Information: For purposes of this Agreement, “Confidential Information” shall mean all non-public, proprietary, technical, financial, commercial and other confidential disclosures and information, whether in oral, written or other form, that Discloser designates to Recipient as being confidential or which under the circumstances surrounding the disclosure thereof Recipient knows or has reason to know should be treated as confidential (including but not limited to, any business plans, executive summaries, capitalization tables, budgets, financial projections and un-published financial statements; costs, prices, marketing plans and licenses; employee, customer, supplier, shareholder, partner or investor lists; technology, know-how, business processes, trade secrets and business models; notes, sketches, flow charts, formulas, blueprints and elements thereof; source code, object code, graphical design, user interfaces and other intellectual property).

2. Exclusions: The term “Confidential Information” shall not include information that: (a) is or becomes generally available to the public, other than as a result of a disclosure or other fault by Recipient of any of its Representatives (as hereinafter defined) in violation of this Agreement; (b) was rightfully in Recipient’s possession free of any obligation of confidence before, at or subsequent to the time such portion was communicated to Recipient by Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Any disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by law shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and Recipient shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof. Recipient has the burden of proving any of the above exceptions. Discloser has the right to inspect the records of Recipient to determine the source of any information claimed to be within any of the above exceptions.

3. Obligations of Confidence: Recipient agrees to treat and hold the Confidential Information in the strictest confidence and not to use it other than in connection with the consideration of the Transaction presently being discussed between the parties. Recipient shall employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure or use, including but not limited to at least such steps that Recipient takes to protect to its own confidential and highly sensitive information. Recipient agrees not to, and to cause its Representatives not to, disclose to any person that it has been provided with any Confidential Information by Discloser or that it is evaluating the Transaction. Recipient further agrees that, without Discloser’s prior written consent, it will not provide copies of or otherwise disclose the Confidential Information to any person (including but not limited to, media, any corporation, partnership, group, individual or other entity) other than those of its own officers, directors, accountants, attorneys, bankers, agents, employees or other advisors (collectively, its “Representatives”) to whom it needs to disclose such information in order for Recipient to make an evaluation of the Transaction. Recipient agrees to inform such persons of the confidential nature of such Confidential Information and to require them to treat such information in accordance with the terms of this Agreement as if they were parties hereto. Recipient shall be responsible for any breach by its Representatives of the terms of this Agreement.

4. Return or Destruction of Information: If either party determines not to proceed with the Transaction, it agrees to promptly inform the other of that decision. Regardless, upon Discloser's request, Recipient will promptly return to Discloser or destroy (and certify in writing the destruction of) all Confidential Information along with all copies, summaries and extracts thereof (including but not limited to any notes, memoranda, notebooks, drawings, reports, records, files, documented sources and object codes and other documents and materials and all copies of reproduction of such materials) in Recipients possession or under Recipient's control, whether prepared by Recipients or others, or in the possession or control of Recipient's Representatives.

5. Title to Information: As between the parties, all right, title and interest in and to the Confidential Information shall remain the property of Discloser. This Agreement is neither intended to nor will it create a joint venture, partnership, or other form of business association between the parties, nor any obligation to disclose any Confidential Information, nor an obligation to buy or sell products or services using or incorporating the Confidential Information, nor an implied or expressed license grant from one party to the other.

6. No Representation: Recipient acknowledges and agrees that: (a) neither Discloser, nor any of its officers, directors, accountants, attorneys, bankers, agents, employees, advisors and other representatives, have made or herein makes any expressed or implied representation or warranty as to the accuracy or completeness of the Confidential Information of Discloser or any estimates or projections contained therein; (b) neither Discloser nor its officers, directors, accountants, attorneys, bankers, agents, employees, advisors and other representatives shall have any liability resulting from the use of the Confidential Information, errors therein, or omissions therefrom, it being understood that Recipient should be entitled to rely solely on the representations and warranties made to it by Discloser only in any definitive agreements executed between the parties regarding the Transaction, and unless and until such definitive agreements have been executed, neither Discloser nor any of its officers, directors, accountants, attorneys, bankers, agents, employees, advisors and other representatives shall have any legal obligation to Recipient of any kind whatsoever with respect to its consideration of the Transaction, whether by virtue of this Agreement, any other written or oral expression, or otherwise. The term "definitive agreements" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid.

7. Press Releases: Except and otherwise set forth in any definitive agreements between the parties which provides otherwise, the parties agree that any public announcements or press releases with respect to the relationship between the parties created by this Agreement, including but not limited to, the proposed Transaction, must be expressly approved in advance by both parties. In all events, Recipient will not use or disseminate any of the Confidential Information to establish, maintain, create, expand or operate any business that is competitive with Discloser, or to any news reporter or publication or entity or person involved in the entertainment or media fields.

8. Notices: All notices or other written communications required or desired to be given by the parties under this Agreement shall be given to the other party by personal delivery, by certified mail (return receipt requested), by air courier or overnight commercial delivery service (e.g. Federal Express or DHL), or by telecopier or facsimile addressed as follows:

If to Recipient:

If to Discloser: **WayPoint Youth Foundation c/o Brenda Niemeyer 459 Lake Loop Drive, Kalispell, MT 59901**

Any party may change its address for the purpose of receiving notices or other communications by a notice to the other party. Notice given by mail shall be deemed given three days after the date of mailing thereof; notice given by telecopier or facsimile shall be deemed given upon confirmed receipt (provided a hard copy thereof is mailed concurrently therewith); and, notice by personal (or messenger) delivery shall be deemed given upon the delivery and confirmed receipt thereof.

9. Binding Agreement: If not terminated sooner, this Agreement shall terminate two (2) years following the date hereof. Regardless of any expiration or termination of this Agreement, Recipient's obligations shall survive any such expiration or termination. This Agreement shall be binding upon and shall inure to the benefit the parties hereto and their respective transferees, personal representatives, executors, administrators, successors and assigns.

10. Governing Law, etc.: This Agreement shall be governed by and construed in accordance with the laws of the **State of Montana** without reference to choice of conflict of law principles, and the parties hereto commit to the jurisdiction of such State. Recipient acknowledges that a violation of this Agreement would cause irreparable harm to Discloser for which no adequate remedy at law exists, and Recipient therefore agrees that, in addition to any other remedies available, Discloser should be entitled, from any arbitrator or a court of competent jurisdiction, to seek a decree of specific performance and to an ex parte temporary restraining order or preliminary injunction or restraining order and permanent injunction, without bond or other security and without proving special damages or irreparable injury, enjoining and restraining the breach, or a threatened breach, of any provision of this Agreement. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs incurred because of any legal action arising in relation to this Agreement. This Agreement may not be amended without the prior written consent of the parties hereto. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other rights, power or privilege hereunder. Discloser has relied upon, and may continue to rely on, this Agreement in disclosing Confidential Information to Recipient.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the day and year specified below.

Agreed and accepted this _____ day of _____, 20__.

By Recipient: _____

By Discloser: Brenda Henney