

Non-Circumvention, Non-Disclosure and Confidentiality Agreement

This Agreement is entered on the date last signed below, between Life Skills Recovery LLC, and _____ personally and any of their assigned entities, the undersigned individuals and/or companies (hereinafter "Party"), (all hereinafter together the "Parties").

WITNESSETH THAT:

IN CONSIDERATION of the mutual covenants and undertakings contained herein and only herein, and for other good and valuable consideration, the adequacy and sufficiency of which is acknowledged at the execution of this Agreement, the Parties do hereby agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to protect the proprietary intellectual property possessed by each Party relating to the conduct of the business they contemplate undertaking, including, but not limited to, certain confidential business and technical information, including without limitation the method(s) of conducting the business as well as the names, phone, fax and other contact numbers of certain individuals and companies. Each Party regards said Proprietary Information as its proprietary intellectual property and essential to its financial and economic well-being, the loss or divulgence of which could result in serious economic harm.

2.0 CONFIDENTIALITY

2.1 The Parties shall at all times maintain complete and absolute confidentiality regarding this Agreement and all transactions, earnings, compensations and distributions occurring with respect to the business, business sources and affiliates, and each other's proprietary knowledge, processes and resources, and will not disclose such information to third parties unless they have received express written permission of the Party to whom such information belongs.

2.2 This Agreement and any subsequent agreement concluded or written that is made between the Parties shall be kept confidential and shall not be reproduced, communicated or distributed in any manner whatsoever, except on a "need to know" basis to persons directly involved with the closing of any contemplated transaction between the Parties or their legal counsel, who shall also be bound by the Non-Disclosure and Non-Circumvention commitments of this Agreement.

2.3 The Parties acknowledge that in the course of the operation of this Agreement they may receive or learn from the other Parties certain confidential business and technical information. Each Party further acknowledges that information furnished or gathered by the other Parties hereto is valuable property belonging to the other Party and that the disclosure of such information would irrevocably damage the business and property of the other Party.

Initials: _____

Non-Circumvention, Non-Disclosure and Confidentiality Agreement

3.0 NON-CIRCUMVENTION AND NON-DISCLOSURE

3.1 Each Party hereto agrees on behalf of itself, its principals, employees, successors and assigns that, except with the express written permission of the Parties hereto, it shall not solicit or accept business or financial remuneration from any person or party, either directly or indirectly, related to the business contemplated herein, except as provided herein.

3.2 The Parties acknowledge that in the course of the operation of this Agreement each shall receive or learn from the other Parties certain Proprietary Information. Each Party further acknowledges that the Proprietary Information to be furnished by the other Parties hereto is valuable property belonging to the disclosing Party and that the improper disclosure or use of such information without the permission of the disclosing Party would irrevocably damage the business and property of the disclosing Party.

4.0 NO EMPLOYMENT, PARTNERSHIP OR GENERAL AGENCY

4.1 No agreement of partnership, as defined by the Uniform Partnership Act, is created by this Agreement.

4.2 No form or assumption of agency, other than as defined herein, is created by this Agreement such that neither Party shall have the authority, at any time, to obligate the other Party in any manner, except as specifically set forth herein.

4.3 Neither party hereto shall represent to any third party whatsoever that it is an agent, employee, officer, director, trustee, nor in any other way have any type of authority to bind, contract, obligate or legally commit on behalf of the other Party.

5.0 TERM

The term of this Agreement shall originate upon its execution and shall continue for a period of two (2) years unless sooner terminated or subsequently extended, as herein otherwise provided.

6.0 WARRANTY OF AUTHORITY

Each Party signing and executing this Agreement hereby represents and warrants to the other:

6.1 That said signatory has in itself full legal and contractual authority, power and authorization to enter into this Agreement in the capacity (ies) indicated herein;

6.2 That no further representation(s), document(s), signature(s) or authority(ies) are required by either law or by contract to fully and legally bind such Parties hereto; and

6.3 That they are acting in accordance with all applicable local, state, national and international laws, rules and regulations of commerce and finance concerning such contracts.

Initials: _____

Non-Circumvention, Non-Disclosure and Confidentiality Agreement

7.0 VENUE AND APPLICABLE LAW

This Agreement shall be otherwise enforceable in the State of Utah in the United States of America. The substantive law applicable shall be the law of the United States and the law of the State of Utah, long arm statutes will apply.

8.0 MISCELLANEOUS

8.1 Other Ventures. Any Party to this Agreement may engage in other ventures, whether concurrent with and similar to the Investment contemplated by this Agreement or not, without any obligation to share earnings or information there from with any Party hereto, nor subject to being charged with any conflicts of interest, provided there is no violation of the Non-Circumvention Agreement hereto.

8.2 Information True and Correct. Each Party represents, warrants, and covenants that all information furnished by said Party, or to be furnished by said Party, is and shall be true, complete, correct, and accurate.

8.3 Termination. Each Party reserves the right and authority to terminate his participation in this Agreement, for whatever reason or no reason, at any time. The Non-Circumvention and Non-Disclosure provisions and the Confidentiality provisions of this Agreement shall remain in continuous force and effect for two (2) years from the execution of this Agreement.

8.4 Facsimile Transmission. A copy of this Agreement or any other documents executed by either of the Parties hereto and sent to any other party by facsimile transmission carries the full force and effect as if it were a hand-delivered original and shall constitute a binding and enforceable Agreement and shall accordingly be admissible in any jurisdiction or tribunal, provided that such facsimile copy bears the sending Party's transmitting terminal identifier and the proper date and time which was placed thereon electronically by the transmitter or the receiver.

8.5 Survival of Warranties. The representations and warranties contained in this Agreement shall be deemed effective as to the date hereof and shall survive termination of this Agreement. Each Party to this Agreement hereby indemnifies and holds harmless each other Party at all times from any economic loss or liabilities whatsoever after the effective date of this Agreement resulting from said Party's proven breach of any warranty, covenant, or representation contained herein.

8.6 Notices. Any demand, request, or notice which either Party hereto desires or may be required to make or to deliver to the other pursuant to this Agreement shall be in writing and shall be deemed effective when personally delivered or when delivered by private courier, or upon ten (10) business days after being deposited in the mail, registered or certified or sent by express delivery, return receipt requested, addressed to the address which appears adjacent to each Party's name appearing on the last, signature page hereof, or such other address properly communicated to the sending Party.

Initials: _____

Non-Circumvention, Non-Disclosure and Confidentiality Agreement

8.7 Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original for all purposes, and each of which, when executed and initialed by all Parties hereto, shall have equal dignity with the others.

8.8 Amendments and Modifications. This Agreement may be modified or amended only by written agreement, duly executed by the Parties.

8.9 Agreement Prepared by all Parties. This Agreement was negotiated and prepared by and with the consent of all Parties, and each Party acknowledges that prior to the execution hereof they have had ample opportunity to consult legal, financial and other counsel of their choosing concerning all aspects, terms and conditions of this Agreement.

8.10 Attorney's Fees and Expenses. In any action or proceeding to enforce this Agreement in any proceeding at law or in equity, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses associated with such action, in addition to other relief to which the Party may be entitled.

8.11 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of the heirs, legal representatives, successors, designees, and/or assignees of the Parties. The executor, administrator, or personal representative of a deceased Party shall execute and deliver any document(s) and legal instrument(s) necessary or desirable to carry out the provisions hereof.

8.12 Severability. This Agreement shall be severable. In the event that any provision shall be adjudged invalid, illegal or unenforceable, this Agreement shall be constructed and interpreted without regard to any such invalid, illegal or unenforceable provision.

8.13 Delivery of Documents. The Parties whose signatures are affixed below acknowledge that they have been provided with a complete copy of this Agreement and agree to be bound by all the terms and conditions set forth therein.

8.14 Effective Date. This Agreement shall be effective from the date last executed below.

IN WITNESS WHEREOF, having sufficient time for counsel of choice and having read and understood the foregoing, the undersigned do hereby set their hands to this Agreement, accepting the terms and conditions as set forth herein:

Signature **Date**

Printed Name **Address**

Life Skills Recovery, LLC, a Utah corporation, 9431 N 400 W Holden, UT 84636

Signature **Date**