

Non-Disclosure Agreement

THIS AGREEMENT (The "Agreement") is made between GenIsys Games, and _____ ("DISCLOSEE"), and entered in this _____ day of _____ in the year _____.

In consideration of being made privy to or having access to privileged, trade-secret information belonging to GenIsys Games, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Confidential Information and Confidential Materials

"Confidential Information" means non-public information that GenIsys Games designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. "Confidential Information" includes without limitation, information relating to released or unreleased GenIsys Games products, the marketing or promotion of any GenIsys Games product, the research and development of any GenIsys Games product, GenIsys Games business policies or practices, GenIsys Games prospective licensees, game designs, rules, and playing strategies, financial information, and information received from others that GenIsys Games is obligated to treat as confidential.

"Confidential Information" shall not include: (i) any information that is or subsequently becomes available to the public without DISCLOSEE's breach of any obligation owed GenIsys Games; or (ii) any non-confidential information that became known to DISCLOSEE from a source other than by breach of an obligation of confidentiality owed to GenIsys Games.

"Confidential Materials" means all tangible materials, computer software, and electronically stored files, which contain Confidential Information, including without limitation written or printed documents, product samples, promotional items, imagery, or other game related items.

Disclosee's Promise of Secrecy

DISCLOSEE agrees to keep strictly confidential, all Confidential Information and Confidential Materials governed by the Agreement. DISCLOSEE agrees not to disclose such Confidential Information and Material to any person, organization, representative, entity, business, manufacturer, designer or corporation other than those individuals designated by GenIsys Games to oversee the use of DISCLOSEE's services.

DISCLOSEE agrees it does not intend to nor will it, directly or indirectly, export any Confidential Information or Materials or products to any person, entity, business, manufacturer, designer or corporation who DISCLOSEE knows or has reason to know will utilize them in the design, development or production of game products, or otherwise utilize them to the detriment of GenIsys Games.

DISCLOSEE shall not disclose or through knowing inaction fail to prevent disclosure of any Confidential Information to third parties during the later of (i) the course of any resulting contractual relationship and for 3 years following the date of its termination, or (ii) for 3 years following the date of disclosure from GenIsys Games to DISCLOSEE. Hence, DISCLOSEE may disclose Confidential Information in accordance with judicial or other government orders, provided DISCLOSEE shall give GenIsys Games reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent issued on behalf of GenIsys Games.

Security of Confidential Information and Materials

DISCLOSEE shall take reasonable security precautions to keep confidential the Confidential Information. DISCLOSEE may disclose Confidential Information or Confidential Materials only to DISCLOSEE's consultants on a need-to-know basis, and subject to GenIsys Games approval. DISCLOSEE shall execute appropriate written agreements with its consultants sufficient to enable it to comply with all the provisions of this Agreement.

Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of DISCLOSEE's actual use of such information or material. Such information or material, if distributed, must be collected and securely contained by DISCLOSEE after review.

Rights and Remedies

DISCLOSEE shall notify GenIsys Games immediately upon discovery of any unauthorized use of disclosure of Confidential Information and/or Materials, or any other breach of this Agreement by DISCLOSEE, and will cooperate with GenIsys Games in every reasonable way to help GenIsys Games regain possession of the Confidential Information and/or Materials and prevent is further unauthorized use.

DISCLOSEE acknowledges that should any legal action arise in relation to this Agreement, the prevailing party shall be entitled to recover its full court costs, expenses, and reasonable attorney's fees.

DISCLOSEE acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that GenIsys Games shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Miscellaneous

All Confidential Information and Materials are and shall remain the property of GenIsys Games. By disclosing information to DISCLOSEE, GenIsys Games does not grant any express or implied right to DISCLOSEE to or under GenIsys Games patents, copyrights trademarks, or trade secret information.

This Agreement constitutes the entire agreement between the parties with respect to subject matter hereof and merges all prior discussion between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement date and signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of GenIsys Games, its agents, or employees, but only by and instrument in writing signed by authorized officer of GenIsys Games. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

If either GenIsys Games or DISCLOSEE employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees. This Agreement shall be constructed and controlled by the laws of the State sitting in Orange County in the State of California. U.S. Mail may serve process on either party, postage prepaid, certified or registered return receipt requested.

Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

All obligations created by this Agreement shall survive the change or termination of the parties' business relationship.

Suggestions and Feedback

GenIsys Games may from time to time request suggestions, feedback or other information form DISCLOSEE concerning Confidential Information or concerning released GenIsys Games products. Any suggestions, feedback or other disclosures made by DISCLOSEE are and shall be entirely voluntary on DISCLOSEE's part and shall not create either any obligations on the part of GenIsys Games or a confidential relationship between DISCLOSEE and GenIsys Games. GenIsys Games shall be free to disclose and use DISCLOSEE's suggestions, feedback, or other information as GenIsys Games sees fit, entirely without obligation of any kind to DISCLOSEE.

IN WITNESS WHEREOFF, the parties hereto have executed this Agreement.

DISCLOSEE

Print Name

Address

E-Mail

Phone Number

Signature

GenIsys Games

Owner
Title

Signature
Scott Stokes

Return to:

GenIsys Games,
8325 Jake Lane
West Hills, CA 91304
818-335-4120