

General Inventions, LLC

Non Disclosure Agreement:

This Agreement is entered into this _____ by and between with General Inventions, LLC with offices at 308 South Franklin St., Holbrook, MA 02343 (hereinafter "Recipient") and _____ located at _____

_____, (hereinafter "Discloser").

As used herein, "Confidential Information" means all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning the Discloser, its affiliates and subsidiaries that is not available to the general public and is provided to Recipient by the Discloser in the course of its dealings with the Discloser, together with all analyses, compilations, studies or other documents, whether prepared by Recipient or others, that contain or otherwise reflect such information. **It is also agreed by both parties that the "Confidential Information" of Recipient shall also be protected and not infringed upon by Discloser, including but not limited to Recipient's business contacts and relationships whether communicated to Discloser in the past, present or future.**

Recipient agrees that it will use all reasonable efforts to hold confidential and not to disclose, and to cause its employees, officers, directors, associates and other representatives (collectively "Representatives") to hold confidential and not to disclose, all Confidential Information except to the extent that such disclosure (a) has been consented to by the Discloser, (b) is required by law, regulation, supervisory authority or other applicable judicial or governmental order or (c) is reasonably necessary to perform mutually agreed upon / contracted services, as applicable. Recipient agrees to disclose Confidential Information only to its Representatives and counsel who need to know the Confidential Information.

Notwithstanding the foregoing, the term "Confidential Information" does not include information that (a) was or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives or (b) was or becomes available to Recipient on a non-confidential basis from a source other than the Discloser or its advisers, provided that such source was not known by Recipient to be bound by any agreement with the Discloser to keep such information confidential.

In the event that Recipient is requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any Confidential Information, Recipient will provide the Discloser with prompt notice of such request or requirement so that the Discloser may seek an appropriate protective order. If, failing the entry of a protective order, Recipient is, in the opinion of its counsel, compelled to disclose Confidential Information, Recipient may disclose that portion of the Confidential Information that its counsel advises that it is compelled to disclose and will upon request and at the expense of the Discloser, cooperate with the Discloser in its efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed.

Discloser hereby acknowledges that Recipient is acting on behalf of discloser and authorizes

Recipient to share disclosed information with any party that has signed a similar non-disclosure agreement pertaining to said information who may be willing and able to offer assistance or benefit to discloser and releases Recipient from any liability resulting from such sharing of disclosed information.

All Confidential Information, together with any copies thereof, shall, upon the request of the Discloser, be returned to the Discloser or destroyed; provided, that all analysis, compilations, studies or other documents prepared by Recipient constituting part of the Confidential Information shall be destroyed; and provided, further, that Recipient shall be permitted to retain all or any portion of the Confidential Information, in accordance with the confidentiality obligations specified in this agreement, to the extent necessary or appropriate for purposes of documenting its due diligence review or any financial analyses performed, or opinion rendered by Recipient in connection with the transaction which is the subject of this agreement.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement and that the Discloser shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach and we further agree to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this agreement but shall be in addition to all other remedies available at law or equity to the Discloser.

This agreement is governed by the laws of the State of Massachusetts without regard to conflict of laws principles. Any action brought in connection with this agreement shall be brought in the federal or state courts located in the City of Boston, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts. Our obligations under this agreement shall terminate five (5) years after the date hereof. Revenue due to Recipient shall continue, however without time limit.

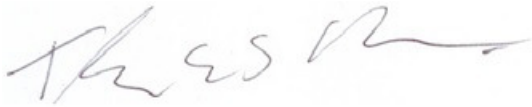
Discloser also agrees that it will use all reasonable efforts to hold confidential and not to disclose, and to cause its employees, officers, directors, and other representatives (collectively "Representatives") to hold confidential and not to disclose, all Confidential Information concerning General Inventions and their business practices, strategies, products and programs, except to the extent that such disclosure (a) has been consented to by the Recipient, (b) is required by law, regulation, supervisory authority or other applicable judicial or governmental order or (c) is reasonably necessary to perform mutually agreed upon / contracted services, as applicable. Discloser agrees to disclose Confidential Information only to its Representatives and counsel who need to know the Confidential Information.

Discloser agrees to pay Recipient

- 1. 5% of all revenue Discloser receives as a result of Recipient's efforts on their behalf, exclusive of the following:**
- 2. 1% any funding obtained for you by General Inventions, LLC within 30 days of funding. Discloser shall not pay Recipient the**
- 3. 10% of your wholesale price on any retail or product distribution accounts we bring you.**
- 4. 20% of any licensing agreement royalties we bring you.**
- 5. 5% equity in your product/company if we help you bring your product to market**

This agreement may be executed in counterparts. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Thomas Haskins

A handwritten signature in dark ink, appearing to read 'Thomas Haskins', written in a cursive style.

By: _____

Accepted and agreed to as of the date set forth above:

Printed Name: _____

By: _____

Title: _____