

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT: THIS AGREEMENT (the "Agreement") is made between Middle-Age Productions (the "Disclosing Party"), and the recipients of this electronic mail the "Receiving Party", and entered into this date. In consideration of the mutual promises and covenants contained in this Agreement, and the mutual disclosure of confidential information to each other, the parties hereto agree as follows:

Definitions: "Confidential Information" means nonpublic information that Disclosing Party 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 Disclosing Party products, released or unreleased Disclosing Party products, the marketing or promotion of any Disclosing Party products, Disclosing Party's business policies or practices, Disclosing Party's business plans and projections, Disclosing Party's financial information and projections and information received from others that Disclosing Party is obligated to treat as confidential.

Confidential Information disclosed to "Receiving Party" by any "Disclosing Party" subsidiary and/or agents are covered by this Agreement. Confidential Information shall not include any information that (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party, (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party, (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party or is independently developed by Receiving Party.

"Confidential Materials" means all tangible and intangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

Restrictions: Receiving Party shall not disclose any Confidential Information to third parties for five (5) years following the date of its disclosure by Disclosing Party to Receiving Party, except to Receiving Party's consultants as provided below. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Material only to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with its employees and 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 Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.

Either by signing and returning this document or by opening an attached document (if this document is sent electronically), the Receiving Party agrees to this NON-DISCLOSURE AGREEMENT.

Disclosing party:

Middle Age Productions
Attn.: Information request
PO Box 271782
Fort Collins, CO 80527

Mail to above address or
Fax agreement to:
+1-(970) 266-1333

Receiving Party:

Agents Name (Print)

Agents Signature

Company Name

Complete Mailing Address

Phone number (include area code)

Date agreement entered