

RECIPROCAL NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") is entered into effective as of the date and year set forth below, by and between (please print name) _____ and the party identified on the signature page hereof.

1. The parties to this Agreement intend to disclose to each other information, which may include confidential information. "Confidential Information" means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed; or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered within thirty (30) days following such disclosure.

2. The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties shall therefore also insure to such affiliates and may be directly enforced by or against such affiliates.

3. The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall (a) use the Confidential Information only for the purpose(s) for which it was delivered; (b) restrict disclosure of the Confidential Information to employees of the Recipient and its affiliates with a "need-to-know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (c) advise those employees who access the Confidential Information of their obligations with respect thereto; and (d) copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies. "Need-to-know" means that the employee requires the Confidential Information to perform his or her responsibilities in connection with the purpose of the disclosure. Except as otherwise expressly provided herein, the Recipient shall not, without the prior written approval of a duly authorized officer of the Disclosing Party, publish, authorize to publish, disclose or use for Recipient's pecuniary benefit any Confidential Information of the Disclosing Party.

4. Each party agrees that, in the event the parties hereto do not consummate a strategic alliance, contractual relationship or a license agreement subject to the terms and conditions mutually acceptable to the parties hereto, or, in the event such relationship between the parties hereto is thereafter terminated, for any or no reason whatsoever, each party will return to the other party all originals, copies and extracts of any and all Confidential Information obtained or acquired by such party during the term of this Agreement from the other party or any client, licensor, author, vendor, supplier or manufacturer of the other party.

5. (a) Neither party shall directly or indirectly: (i) induce or attempt to induce any employee or salesman of the other party to terminate his or her relationship with the other party; (ii) induce or attempt to induce any manufacturer, supplier, licensor, consultant or independent contractor to the other party to terminate his or her consultancy or contractual relationship with the other party; or (iii) either on his or her own behalf or in the service of another, employ or retain, or attempt to employ or retain, any employee, consultant or independent contractor to the other party.

(b) Recipient further agrees that the restrictions described in Paragraph 5(a) above shall also apply as a restriction against its contacts and/or arrangements with Disclosing Party's vendors, which contacts and/or arrangements are intended, or have the potential, to adversely affect Disclosing Party's relationships with such vendors and/or have the potential to result in Recipient's competing with Disclosing Party.

6. The Obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate (a) is or becomes available to the public through no breach of the Agreement; (b) was previously known by the Recipient, without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; (d) is independently developed by Recipient without the use of Confidential Information of the Disclosing Party; (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization; (f) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure; or (g) is disclosed in response to a valid order of a

court or other governmental body of the United States or any political subdivision thereof, but only the extent of and for the purpose of such order, and only if the Recipient first notifies the Disclosing Party of the order to permit the Disclosing Party to seek an appropriate protective order.

7. When requested by the Recipient, the Disclosing Party shall provide a non-confidential resume of Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it can accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates either party to disclose to the other party any particular information.

8. If the Disclosing Party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, provided that the Disclosing Party shall summarize the information in writing within thirty (30) days thereafter. The Recipient's obligations under Paragraph 3 of this Agreement in connection with information encompassed by this Paragraph 6 shall commence upon notice from the Disclosing Party of failure to properly mark or identify the information.

9. Each party shall comply with applicable export laws and regulations of the United States with respect to any technical data received under this Agreement.

10. Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within thirty (30) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy all such Confidential Information. The Recipient shall also, with fifteen (15) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.

11. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

12. Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as said discussions or work do not result in the disclosure of the Confidential Information protected by this Agreement.

13. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

14. This Agreement shall be effective as of the date set forth below and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information shall survive termination of this Agreement and shall continue for five (5) years from the date of termination of this Agreement.

15. This Agreement may not be assigned by either party without the prior written consent of the other party. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment. Any assignment in violation of Paragraph 13 shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

16. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreement to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

17. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.

18. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating hereto. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both parties. This Agreement shall be governed in all respects by the laws of the United States and the State of Arizona without reference to conflict of laws principles.

19. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

20. Project Disclosed: The Pyramid Project

Executed effective this _____ day of _____, 2008.

X: _____

Name: E.A. Vicol

Name: _____

Title: Creator/Author/Producer

Title: _____

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