

WHITE WOLF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement, between White Wolf, Inc. (the "Company") and _____ ("Recipient"), sets forth the terms and conditions under which the Company will disclose to Recipient certain confidential information ("Confidential Information") in connection with discussions (the "Discussions") relating to a business opportunity (the "Business Opportunity") which Company and Recipient may choose to pursue further, contingent upon a further agreement negotiated at a future date.

In consideration of the parties pursuit of Discussions regarding the Business Opportunity, the parties intending to be legally bound, agree as follows:

1. The information Recipient will receive from the Company during the course of the Discussions will include confidential and proprietary information belonging to the Company. Recipient agrees that he or she will hold in secrecy and in confidence all such Confidential Information that the Company may convey. **Recipient agrees not disclose, use, copy (for non-personal use), or sell the Confidential Information to any third party without the Company's prior written consent for a period of eighteen (18) months following the signing of this Agreement and will take such steps to protect the Confidential Information as it takes to protect his or her most valuable confidential and proprietary information.** Furthermore, Recipient agrees not to relocate any Confidential Information from the Company's premises or computer networks to any unauthorized location, nor destroy all copies of a work in progress without the Company's prior written consent.
2. **"Confidential Information" is defined to include any and all information disclosed by the Company during the Discussions**, including information that is marked "Confidential" or "Subject to Nondisclosure" or is orally identified as "Confidential" or "Subject to Nondisclosure." Confidential Information specifically includes, but is not limited to, business plans, designs, concepts, drawings, ideas, Internet discussions and venues, specifications, techniques, discoveries, models, data, research, development, processes, procedures, know-how, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), customer names and any other information related to customers, pricing policies and financial data and/or projections.

Confidential Information shall not include information that: (a) now or later, through no act of Recipient, becomes generally known or available to the public, as demonstrated through written records; (b) is already known to Recipient at the time of receiving the Confidential Information, as demonstrated through written records; (c) is later furnished to Recipient by a third party without breach of this Agreement; or (d) is lawfully required to be disclosed to a court or government agency or is otherwise required to be disclosed by law, provided that before making disclosure, Recipient shall, as soon as practicable and by the best available means, notify the Company, to allow it an adequate opportunity to object to the disclosure order or take other action to preserve the confidentiality of the information.
3. Nothing in this Agreement obligates the parties to continue the Discussions or to enter into any definitive agreement. In the event that the Discussions are terminated for any reason, Recipient will return to the Company (without retaining copies) any and all documents or other written information obtained from the Company in connection with the Discussions.
4. Recipient specifically acknowledges the unique nature and value of the Confidential Information to which it will have access by virtue of this Agreement. Therefore, Recipient acknowledges that, in the event of Recipient's breach of this Agreement, the Company may seek injunctive and other equitable remedies against Recipient, in addition to any other legal remedies available.
5. This Agreement constitutes the entire understanding of the parties and may be amended only in a writing executed by both parties. If any part or provision of this Agreement shall be void or voidable by a party as the result of its being contrary to federal, state or local law, regulation or ordinance, or if any section, subsection or term shall be finally declared void or unenforceable by any court or agency of competent jurisdiction, the

remainder of this Agreement shall, to the maximum practicable extent, continue in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excluding its choice of law rules).

The parties have executed this Agreement on the date set forth below.

WHITE WOLF, INC.

L. Scott Johnson

V:TES Developer

1554 Litton Dr.

Stone Mountain, GA 30083

(404) 292-1819 phone

(404) 292-9426 fax

vtesrep@white-wolf.com

Date: _____

RECIPIENT

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Date: _____