

**Non-Disclosure and Non-Circumvention Agreement**  
**by and between**  
**Timios, Inc. and \_\_\_\_\_**

We, \_\_\_\_\_ and all employees and associates thereof, have received and or will receive information, including a copy of Timios, Inc. Business Plan, for the purpose of transacting business with Timios, Inc. (the "Transaction"). In consideration for, and as a condition of, your furnishing such information to us, we agree, as set forth below, to treat confidentially such information, whether furnished before or after the date hereof, and any other information that either you or your agents or advisors furnish to us, whether furnished orally, visually, in writing, on computer disk, via e-mail or other electronic communication or gathered by inspection, and regardless of whether specifically identified as "confidential" and any notes, analyses, compilations, forecasts, studies, summaries, licenses, patent documentation and other material or documents prepared by us or our Representatives (as defined below) containing or based, in whole or in part, on such information, including the contents of the above-mentioned Business Plan (collectively, the "Evaluation Material").

We agree to use the Evaluation Material solely for the purpose of evaluating the Business in the context of a Transaction and not for any other purpose. We agree to keep the Evaluation Material confidential and not to disclose (directly or indirectly) the Evaluation Material in any manner whatsoever provided, however, that any of such material may be disclosed to those of our directors, officers, employees and professional advisors ("Representatives") who need to know such information for the purpose of evaluating a Transaction, as long as they are informed by us of the confidential nature of such information, directed by us to treat such information confidentially and have agreed in writing to be bound by the terms and conditions of this Agreement.

We will keep all Evaluation Material strictly secret and confidential, and take all such measures to protect it as we would reasonably be expected to take to protect our own secret and confidential information. Without limiting the generality of the foregoing, we will cause all written materials relating to or containing Evaluation Material, including all analyses, sketches, drawings, reports, worksheets, memoranda and notes, and all copies, reproductions, and translations thereof, (whether stored electronically or otherwise) to be plainly marked to indicate the secret and confidential nature thereof and to prevent unauthorized use or reproduction thereof.

Without your prior written consent we will not, and we will direct our Representatives not to, disclose to any person either (i) the fact that discussions or negotiations are taking place or have taken place concerning a Transaction (or a possible similar transaction) or (ii) any of the terms or conditions of a Transaction.

All copies of the Evaluation Material (whether or not made by us), except for that portion which consists of analyses, compilations, forecasts, studies, other material or documents prepared by us or our Representatives, will be returned to you at the moment we no longer have an interest in a Transaction or immediately upon your request. Upon your written request, we shall return to you, within five (5) business days after receipt of such request, all copies of documents, and other tangible items containing, referring to, embodying or representing the Evaluation Material. At that time the portion of the Evaluation Material which consists of analyses, compilations, forecasts, studies, other material or documents prepared by us or our Representatives will be destroyed immediately, such destruction to be confirmed to you by one of our authorized officers certifying in writing that he or she personally supervised the destruction. Any verbal or visual Evaluation Material will continue to be subject to the terms of this agreement. Without limiting the generality of the foregoing, upon the termination of this Agreement or the request by you, we shall destroy (including by deletion of all files, records, and back ups and emptying of all "trash") all Evaluation Material received, maintained, saved or existing on our computer networks, servers and computers, whether in e-mail or otherwise and in whatever application or form.

The term "Evaluation Material" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by us or our Representatives, or (ii) becomes available to us on a non-confidential basis from a source other than you, your agents or advisors, provided that such source is not bound by a confidentiality agreement with you.

In the event that we or our Representatives are requested or required by any judicial, administrative or governmental proceeding to disclose any Evaluation Material, we agree that we will cooperate with you and provide you with prompt notices of such request(s) so that you may seek any appropriate protective order and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, we or our Representatives are nonetheless, in the opinion of our legal counsel, legally required to disclose Evaluation Material to any tribunal or else stand liable for contempt or suffer other censure or penalty, we may disclose such information to such tribunal without liability hereunder provided that we comply with the notice provision of this paragraph.

We acknowledge and agree that, although the Evaluation Material contains information which you believe to be relevant for the purpose of our evaluation of a Transaction, you do not make any representation or warranty (express or implied) as to the accuracy or completeness of the Evaluation Material. We acknowledge and agree that neither you nor any of your agents or advisors will have any liability to us or our Representatives relating to or resulting from the use of the Evaluation Material.

Without your prior written consent, neither we nor our Representatives will contact any employee, creditor, supplier or customer of the Business or any agents of the foregoing concerning the Evaluation Material or a Transaction.

Without your prior written consent, neither we nor our Representatives will, for a period commencing on the date hereof and terminating one year from the date all Evaluation Material has been returned by us pursuant to this letter (the "**Term**"), directly or indirectly: (i) solicit for employment or engagement or employ or engage any person that was an employee or consultant of the Business during the Term; or (ii) solicit orders from any customer of the Business for the supply of the same or similar products or services as those offered by the Business.

We acknowledge and agree that we shall be responsible for any disclosure of the Evaluation Material by any of our Representatives that is not permitted by this agreement and for any failure of any of our Representatives to comply fully with the terms of this agreement as if such Representatives were parties to this agreement.

We acknowledge and agree that as damages would not be an adequate remedy for breach hereof, in addition to all other remedies available to you, you shall be entitled to equitable relief, including injunction or specific performance, if the provisions of this agreement are breached.

We acknowledge that all Evaluation Material disclosed by you and the Business shall be owned solely by you and the Business. We recognize and agree that nothing contained in this Agreement shall be considered as granting any rights, by license or otherwise, to any Evaluation Material disclosed pursuant to this Agreement.

Further, we agree that unless and until the final definitive and written agreement regarding the Transaction has been executed and delivered by us and you, neither party will be under any obligation of any kind whatsoever with respect to such transaction by virtue of this Agreement except for the matters specifically agreed to herein. We further understand that we and you reserve the right to reject any or all proposals made with regard to a Transaction and to terminate discussions and negotiations at any time. Neither party has an obligation under this Agreement to enter into any other agreement with the other party.

None of your rights under this Agreement may be waived except by an instrument in writing, executed by you. If a court finds any provision of this Agreement invalid or unenforceable applied to any circumstance, the other provisions of this Agreement will remain in effect to the maximum extent legally permissible. This Agreement will be binding upon and inure to the benefit of the parties and their respective legatees, successors and assigns. This Agreement contains the entire understanding and Agreement of the parties with respect to the subject matter of this Agreement, and supercedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

We will immediately report to you any unauthorized attempt by any person of which we have knowledge (a) to use or disclose Evaluation Material, or (b) to copy, duplicate, disassemble, record or otherwise reproduce any part of the Evaluation Material.

This instrument (which is intended to be legally binding on us) shall be governed by and construed in accordance with the laws of the State of California.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Represented By:

\_\_\_\_\_  
(signature), duly authorized for the purposes hereof as he/she so declares.

Name of Representative: \_\_\_\_\_

Title of Representative: \_\_\_\_\_

Date: \_\_\_\_\_