

MASTER NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

1. Summary:

This Master Non-Disclosure and Non- Circumvention agreement (the "Agreement") is hereby entered into for the mutual interest and benefit of the signatory parties named below, who wish to explore, consult and transmit privileged and confidential business information between the parties which involves the acquisition and contracting to purchase and market real estate/personality (the "Business Opportunity").

The compensation to be obtained as a result of successfully entering into an appropriate and required contract and the proportionate allocations of those funds between the parties shall be subject to a mutually acceptable contract with detailed written designation of the benefits flowing to each party. Such agreement shall be negotiated, signed and executed in writing by all parties, prior to any purchase agreement being agreed upon or executed and on or before any funds are transferred regarding the purchase of the real estate and personality. In the event no agreements are ultimately entered into regarding the Business Opportunity, each party shall bare their own cost.

2. The Parties:

This Agreement which shall be made an integral part of the contract between the parties and shall be made effective, as of the date last executed on the signature page by and between the following Individuals, Entities and or Business Associations.

- (A) **Mr. Vincent L. Coniglio, President, 360 Enhancers Corporation and**
Mr. _____, and
Mr. _____, and
Mr. _____, and
Mr. _____.

(B) The above named parties may substitute or direct there individual compensation to business entities, corporations, or other defined organized recipients at their sole discretion.

3. Agreement Definitions:

"Confidential Information" shall mean any information, data or know-how disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), which, if in written, graphic, machine readable or other tangible form is marked by the Disclosing Party as "Confidential" or "Proprietary" or which if disclosed orally or by physical demonstration, (3a) is identified by the Disclosing Party at the time of initial disclosure as confidential or (3b) the Disclosing Party reduces such identification to writing delivered to the Receiving Party within thirty (30) days of such disclosure. Confidential Information may include information disclosed to the Receiving

Party by an entity related to the Disclosing Party. Confidential Information does not include information, data, or know-how, which the Receiving Party, can demonstrate in writing, (3c) was independently developed by the Receiving Party without any use of the Confidential Information disclosed or provided or by the Receiving Party's employees or other agents including independent contractors hired by the Receiving Party who have not been exposed to the Confidential Information; (3d) becomes known to the Receiving Party, from a source other than the Disclosing Party, which to Recipient's knowledge, had no duty of confidentiality to the Disclosing Party with respect to such information; (3e) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Receiving Party; or (3f) was rightfully known to the Receiving Party, with out restriction at the time of disclosure.

4. Treatment of Confidential Information:

Each Receiving Party agrees not to use the Confidential Information disclosed to them by the Disclosing Party, for the Receiving Party's own use or for any purpose except for evaluation of, and to carry out discussions concerning the undertaking of, the Business Opportunity. Receiving Party's shall not disclose any Confidential Information to third parties, except those directors, officers, employees, consultants and agents who are required to have such information in order to carry out such evaluation and discussions. Each Receiving Party represents that it has had, or shall have, those directors, officers, employees, consultants and agents to whom Confidential Information is disclosed or who have access to Confidential Information sign an exact copy of this Non-Disclosure Non-Circumvention Agreement, copies of which shall be made available to all signatories. Each Receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of, Confidential Information. Such measures shall include the highest degree of care that the Receiving Party uses to protect it's own Confidential Information of a similar nature. Each Receiving Party agrees to notify in writing the Disclosing Party of any misuse or misrepresentation of the Disclosing Party's Confidential Information, which may come to the Receiving Party's attention.

5. Mandatory Disclosure:

In the event that a Receiving Party or it's directors, officers, employees, consultants or agents is requested or required by legal process to disclose any of the Confidential Information, such Receiving Party shall give prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such a protective order is not obtained, such Receiving Party shall disclose only that portion of the Confidential Information, which such Receiving Party's counsel advises that such Receiving Party is legally required to disclose.

6. No Obligation:

Nothing herein shall obligate any party to precede with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

7. Term:

This Agreement shall commence upon the execution hereof by all signing Parties hereto and shall continue for Five (5) years and so long thereafter as any purchase agreement resulting from the Business Opportunity is in force and effect. Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the confidentiality of the Information shared or received by the other party.

8. Remedies for Default:

The party's agree that, as liquidated damages, the violation of this Agreement by any Party or Parties hereto, shall entitle the remaining Party or Parties hereto to the greater of (8a) a sum of Ten Percent (10%) of the entire revenues received by the violating party or (8b) a sum of Two Percent (2%) of the purchase price of any real property obtained or purchased/sold or disposed of by the violating party from any contact or source provided by or introduced by any other party here to and/or (8c) actual damages, plus legal and all actual costs incurred.

9. Warranty:

All Confidential Information provided by either party to any other party or parties hereto is or will be, true, accurate, and complete to the best of the disclosing parties knowledge, ability, and belief.

10. No License:

Nothing in this Agreement is intended to or shall grant any rights to either party under any patent, mask work or copyright, and this Agreement shall not grant to either party any rights in or to Confidential Information except as expressed in this Agreement.

11. Agent of another party:

Each Party of this agreement agrees that he is not an agent, representative, and/or an employee of any other party except as disclosed herein. Any Party who may be accused of any misrepresentation or illegality during the term of this Agreement hereby agrees to defend and hold harmless the other Party or Parties hereto from such accusation. An party hereto conducting negotiations or discussions with any foreign government or agency regarding the Business Opportunity represents and warrants to the other parties that all such negotiations and discussions have been in full compliance with all applicable laws, rules and regulations, including but not limited to the Foreign Corrupt Practices Act of the United States of America.

12. Copies:

A copy of this Agreement or any other documents executed and or signed by any of the Parties hereto and sent to another Party hereto by facsimile transmission shall carry the same full force and effect as if it were the hand delivered original, provided that the facsimile copy bears the sending Party's transmitting terminal identifier and the time and date of transmittal. This Agreement may be executed in multiple counterpart copies and delivered by facsimile, each of which shall be deemed a duplicate original.

13. Non-Violation:

No Party shall be deemed in violation of this Agreement when the violation is due to situations beyond said Party's control, such as acts of God, civil war, theft or said party's connections having prior knowledge of Confidential Information.

14. Successors:

This Agreement is binding upon and inures to the benefit of the parties successors, assigns, heirs and personal representatives. This includes future commissions and/or compensation that may arise from further transactions between or with said parties.

15. Jurisdiction:

This Agreement shall be covered by the laws of the State of California without reference to conflict of laws principle. This document contains the entire agreement between the Parties with respect to the specific subject matter defined herein. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a written signed agreement by all parties hereof. This Agreement may be executed in counterparts which taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

Accepted: _____ **Date:** _____

Vincent L. Coniglio, President, 360 Enhancers Corporation
16496 Bernardo Center Drive, CA 92128. Post Office Box 270761, San Diego, CA 92198 USA.
Cell: 858-231-4347 Fax: 858-764-5443 Office: 858-521-8501

Accepted:
Sign: _____ **Date:** _____

Print name: _____

Company name: _____

Address: _____

Cell/Phone: _____ **Phone:** _____

Fax: _____ **Email:** _____

Accepted:

Sign: _____ Date: _____

Print name: _____

Company name: _____

Address: _____

Cell/Phone: _____ Phone: _____

Fax: _____ Email: _____

Accepted:

Sign: _____ Date: _____

Print name: _____

Company name: _____

Address: _____

Cell/Phone: _____ Phone: _____

Fax: _____ Email: _____

Accepted:

Sign: _____ Date: _____

Print name: _____

Company name: _____

Address: _____

Cell/Phone: _____ Phone: _____

Fax: _____ Email: _____