

**CONFIDENTIALITY, NON-DISCLOSURE,
AND NON-COMPETITION AGREEMENT**

This Confidentiality, Non-disclosure, and Non-competition Agreement (“Agreement”) is dated and effective as of, _____20__ (“Effective Date”), between Media Direct, Inc. dba DigDev Direct, a Florida corporation, including its affiliates and subsidiaries (“Discloser”), and _____ (“Recipient”), who will be collectively referred to in this Agreement as the “Parties.”

Discloser operates a business that handles highly confidential information using proprietary methods, procedures, and technologies (“Venture”). Recipient has been approached by Discloser with the intention of Recipient providing services in connection with the Venture. Discloser and Recipient recognize there is a need for Discloser to disclose to certain highly confidential information, and a need for Recipient to protect the Discloser’s confidential information from unauthorized use and disclosure. The Parties, therefore, wish to enter into a confidential relationship with respect to the Venture and related issues.

In consideration of the promises contained in this Agreement, the Parties affirm in writing their association and agreement to the following terms:

1.0 Definitions.

a. Business Day. The term “business day” means, as to any party, any day that is not a Saturday, Sunday, or other day on which the federal and state courts are required to close in that party’s location.

b. Confidential Information. The term “confidential information” means any facts, opinions, conclusions, projections, data, programs, processes, algorithms, ideas, concepts, information, trade secrets or know how, or documents containing same, whether legally protected from disclosure or not, relating to any research project, work in progress, future development, engineering, current development, programming, manufacturing, marketing, financial or personnel matters relating to the Discloser, its present or future products, technologies, sales, customers, employees, investors, prospects, markets or businesses, whether communicated through any medium, in writing, orally, and/or obtained by the Recipient through observation or examination of Discloser’s facilities, businesses, trade secrets or procedures, existing as of the Effective Date or thereafter, in which there is a proprietary interest and a legitimate business reason for guarding against unauthorized use or disclosure.

c. Medium. The term “medium” means any form or manner of storing or preserving information temporarily or permanently, including, without limitation, paper, photographic film, slides or prints, transparencies, drawings or pictures, and/or electronic, magnetic, optical, or digital memory devices.

Initial: _____Discloser _____Recipient 1.

d. Representatives. The term “representatives” means with respect to each of the Parties, its directors, officers, employees, agents, consultants, advisors, or other representatives.

e. Trade Secrets. The term “trade secrets” means any information or thing that constitutes a trade secret under federal, state, and/or local law, including, without limitation, a formula, pattern, compilation, algorithm, program, device, method, technique, process, or information related thereto, that: (i) derives independent economic value, actual or potential, from not being generally known to the public, or to other persons, who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2.0 Specific Items. The confidential information of Discloser includes, but is not limited the following: (a) ideas for development and technical specifications for the Discloser’s hardware and software systems as disclosed in writings, communications, or meetings between Discloser and Recipient, whether before or after the Effective Date; (b) the fact that Discloser is planning to introduce any product, invention, idea, technique, program, or other item (“Product”); (c) an anticipated Product announcement date; and (d) the fact that Discloser is or may be in negotiations with third parties to license a Product.

3.0 Exclusions. The term confidential information excludes information that: (a) has become generally known or available to the public without Recipient’s breach of this Agreement; (b) was in the lawful possession of the Recipient before receiving such information from the Discloser or Discloser’s representatives; (c) has become known by or available to Recipient from a source other than Discloser, without any breach of any obligation of confidentiality owed to Discloser; (d) has been provided to the Recipient with a written statement that it is provided without restriction on disclosures; or (e) has been approved for release or use by Discloser’s written authorization.

4.0 Obligation to Maintain Confidentiality. During and after the term of this Agreement, the Recipient shall use its best efforts to cause each of its representatives to: (a) hold the confidential information in strict confidence; (b) not to disclose such confidential information to any third party (including, but not limited to, all family members, confidants, and competitors of Discloser) except as specifically authorized herein or as specifically authorized by Discloser in writing; (c) use all reasonable precautions to prevent the unauthorized disclosure of the confidential information; (d) protect confidential information from theft, unauthorized duplication, and unauthorized discovery; (e) restrict access by other persons to such confidential information; and (f) not use any confidential information for any purpose other than as directed and/or authorized by Discloser.

5.0 Unauthorized Use. The Recipient shall give prompt written notice to the Discloser of any unauthorized use or disclosure of the confidential information and shall assist the Recipient in remedying each unauthorized use or disclosure. Any assistance does not waive any breach by the Recipient of the Agreement’s terms, nor does the acceptance of the assistance constitute a waiver of this Agreement’s terms.

6.0 Required Disclosures. Recipient may disclose the confidential information to the extent that such disclosure is required by applicable law, if the Recipient: (a) uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment; (b) provides Discloser with written notice and a reasonable opportunity to review the confidential information, which Recipient intends to disclose; and (c) provides Discloser ample time to interpose objections to the disclosure.

7.0 Copies and Abstracts. Recipient shall not make or use any copies, synopses, or summaries in any medium of the confidential information, except as required or authorized by the Discloser.

8.0 Return of Confidential Information. Upon Discloser's notice to Recipient, the Recipient will: (a) promptly return to Discloser all originals and copies of the confidential information; (b) will destroy any copies, synopses, or summaries in any medium of the confidential information, and will provide Discloser a written certification that Recipient has done so within five (5) business days of Discloser's request.

9.0 No Representations as to Accuracy. Discloser warrants that it has the right to make the disclosure of confidential information contemplated by this Agreement. In providing the confidential information under this Agreement, Discloser makes no representation, either express or implied, as to its adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such confidential information, and Discloser shall not incur any responsibility or obligation whatsoever by reason of such confidential information.

10.0 Retention of Legal Rights. During and after the term of this Agreement, Discloser retains all rights and remedies in law and in equity with respect to the confidential information afforded under patent, trademark, federal, and state law, which are designed to protect proprietary, trade secret, or confidential information.

11.0 No Creation of Ownership Rights. Nothing in this Agreement, nor any action taken by Recipient, including, without limitation, any payment of monies by Recipient to Discloser, shall be construed to convey to Recipient any right, title, or interest in the confidential information, or any license to use, sell, exploit, copy or further develop in any way the confidential information. No license is hereby granted to Recipient by Discloser in any patent, copyright or trademark.

12.0 Intellectual Property. "Intellectual Property" includes, but is not limited to: any and all articles; new or useful art; discoveries; improvements; technical developments; know-how; formulae; processes; manufacturing techniques; trade secrets; ideas; inventions, whether or not patentable; all copyrightable works; designs; trademarks; patents; patent applications; artwork; and software. Recipient agrees on its behalf and on behalf of its agents, that Recipient will promptly communicate and disclose to Discloser, or to its nominees, all Intellectual Property made by Recipient or its agents, whether solely or jointly with others, that results from or relates to any work Recipient or its agents may do on behalf of Discloser, or at Discloser's request. All such Intellectual Property, which Recipient is obligated to disclose, shall be the property of Discloser or its successors and assigns. It is agreed that all Intellectual Property made for hire shall be the exclusive property of Discloser. Further, Recipient agrees to assign and does hereby assign to Discloser any rights it may have in such copyrightable works.

13.0 Transfer and Registration of Intellectual Property. Recipient agrees to execute upon Discloser's request a signed transfer of ownership to Discloser in all Intellectual Property contemplated by this Agreement. In the event that Discloser is unable for any reason to secure Recipient's signature to any document required to apply for or execute any patent, copyright, or other applications with respect to any Intellectual Property (including improvements, renewals, extensions, divisions, or continuations), Recipient hereby irrevocably designates and appoints Discloser, and its duly authorized officers and agents, as Recipient's agents and attorneys-in-fact to execute and file any such application, and to do all other lawfully permitted acts, to further the issuance of patents, copyrights, or other rights thereon with the same legal force and effect as if executed by Recipient.

14.0 Injunctive Relief for Unauthorized Disclosure of Confidential Information. Recipient acknowledges and agrees that the unauthorized use or disclosure of the confidential information would cause irreparable harm to Discloser, and an award of money damages is inadequate for any breach by Recipient or its representatives. Therefore, Recipient agrees that Discloser will have the right to obtain an immediate, ex parte or otherwise, injunction against any breach, or threatened breach of this Agreement as it relates to such confidential information, as well as the right to pursue any and all other rights and remedies available at equity for such a breach, without posting of a security bond and proof of actual damages.

15.0 Indemnity. The Recipient shall indemnify and defend the Discloser against all damages, costs, liabilities and expenses, including reasonable legal fees and costs of enforcing this indemnity, which arise out of or relate to any unauthorized use, or threatened use, and/or disclosure, or threatened disclosure, by the Recipient or any of its Representatives of the confidential information.

16.0 Covenant Not to Compete and Remedies. Recipient agrees that in consideration for any and all compensation provided to Recipient by Discloser, that Recipient will not, for a period of two (2) years after the end or termination of Recipient's relationship with Discloser, irrespective of the time, manner or cause of such termination, directly or indirectly, either as principal, agent, employee, employer, stockholder, copartner or in any other Recipient or representative capacity whatsoever, engage in a business in the continental United States that is the same or similar to the Venture, including but not limited to Internet or other electronic media ventures, as well as other computer hardware, software or programming ventures, businesses, partnerships, proprietorship, enterprises or corporation, or any other type of business which now or later may in the course of Recipient's relationship with Discloser be conducted by the Parties, whether in whole or in part, nor will Recipient solicit, serve or cater to or engage, assist, be interested in or connected with any other person, firm, partnership or corporation soliciting, serving or catering to any of the customers served by Discloser or the industry in which Discloser is involved, unless Recipient receives prior written consent from the president or chief operating officer of Discloser. The Parties, additionally recognizing that irreparable injury will result to Discloser, its business, property, and to the Venture in the event of a breach of this Agreement by Recipient, and that the relationship between the Parties is based primarily upon this Agreement, it is agreed that in that event Discloser shall be entitled, in addition to any other remedies and damages available at law, to an injunction to restrain the violation by Recipient and its representatives. Further, Recipient represents and admits that in the event of the termination of the relationship between the Parties, Recipient's experiences and capabilities are such that Recipient can obtain employment in business or other lines work and/or of a different nature, and that the enforcement of a remedy by way of injunction will not prevent Recipient from earning a livelihood.

17.0 Representations. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Agreement.

18.0 Term. This Agreement begins on the Effective Date set forth above and shall remain in effect continually in perpetuity or for the longest period of time available under federal law, whichever term is longer. The non-competition obligations of this Agreement will remain in effect for the longest period of time allowable by law, but under no circumstances shall be less than two (2) years after termination of relations between Discloser and Recipient.

19.0 Amendments. The Parties may amend this Agreement only by a written agreement entered into by the Parties that identifies itself as an amendment to this Agreement.

20.0 Severability. In the event that any provision in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, and/or unenforceable, the remaining portions of this Agreement shall remain in full force, if: (a) the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable; and/or (b) the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner, which is materially adverse to any party to this Agreement.

21.0 Voluntary Entry Into Agreement. It is expressly understood and agreed that the Parties freely and voluntarily enter into this Agreement.

22.0 Survival or Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by: (a) Discloser, its successors and assigns; and (b) Recipients, its successors and assigns.

23.0 Notice. All notices shall be given in writing, and delivered to the appropriate party to this Agreement by any of the following means unless otherwise stated in this Agreement: (a) personal delivery; (b) registered or certified mail, return receipt requested; (c) nationally and/or internationally recognized overnight courier, will all fees prepaid; and/or (d) facsimile or electronic mail if receipt is verified by an appropriate representative or officer for the party. Notice will be considered effective upon verification of receipt by signature and/or response by the receiver.

24.0 Waivers. The Parties may waive any provision in this Agreement by a writing executed by the party against whom the waiver is sought to be enforced.

a. Effect of Failure, Delay, or Course of Dealing. No failure or delay in exercising any right or remedy and/or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppels of any right, remedy, or condition.

b. Each Waiver for a Specific Purpose. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on a future occasion or against any other party.

25.0 Governing Law. The law of the State of Florida, without giving effect to choice of law, governs all matters arising from or relating to this Agreement, including all tort claims.

26.0 Venue. The Parties hereby agree the appropriate state or federal courts in and for Broward County, Florida (“Courts”) shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising either directly, or indirectly, under, or, in connection, with this Agreement. In the event litigation arising out of or in connection with this Agreement is filed in these Courts, the Parties waive their right to challenge the jurisdiction or venue of these Courts.

27.0 Attorney’s Fees, Costs, and Expenses. In any action or motion to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorney’s fees, costs, and damages.

28.0 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise.

29.0 Construction. This Agreement shall be construed within the fair meaning of each of its terms and not against the party drafting the document.

30.0 Number and Gender. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to gender includes the feminine, masculine, and/or neuter genders where appropriate.

31.0 Headings. The descriptive headings of the sections, subsections, or other parts of this Agreement are for convenience purposes only and do not affect this Agreement's construction or interpretation.

32.0 Multiple Originals. This Agreement may be executed in a number of identical counterparts each of which is deemed an original for all purposes and all of which constitute only one agreement.

Each party is signing this Agreement on the date stated below that party's signature.

Discloser:
MEDIA DIRECT, INC. DBA DIGDEV DIRECT

By: _____

Signature: _____

Title: _____

Date: _____

Recipient:

By: _____

Signature: _____

Current Address: _____

Date: _____

Initial: _____ Discloser _____ Recipient