

**NON-DISCLOSURE AGREEMENT FOR ACCOUNTING SYSTEM
PROPRIETARY AND COPYRIGHT INFORMATION**

This Agreement is made and entered into by and between the following "Parties" to this Agreement effective the latest date of signature written at the bottom of this agreement:

Tech BizSolutions, Inc., 2877 Loma Place, Boulder, CO 80301 and "user" described at the bottom of this agreement.

WHEREAS, Tech Biz desires to provide Proprietary Information to User Party for the purpose of using Tech Biz's accounting system,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

Tech Biz hereby grants User Party a non-exclusive paid-up license to use, or allow third parties to use on User Party's behalf, but not release to third parties for other uses, any Tech Biz Proprietary or Copyright Information disclosed by Tech Biz to Purchasing Party for accounting. This license applies to proprietary computer files, other proprietary written documentation as well as any other form of recorded Proprietary Information that Tech Biz might supply to User Party.

1. The term of this Agreement shall be for a period of five (5) years from the effective date.
2. A. "Proprietary Information" means information that is disclosed in writing and is designated as Proprietary by being clearly and conspicuously marked as such.
B. "Proprietary Information" may include, without limitation, technical, financial, computer software, procedures, and know-how.
C. "Proprietary Information" also means information that is disclosed orally or visually provided that it is identified at the time of such oral or visual disclosure as proprietary.
3. Tech Biz warrants that it has lawful right to make information disclosures to the Purchasing Party.
4. A. The User Party shall only use the Proprietary Information of Tech Biz for the purposes stated herein.
B. The User Party shall keep the Proprietary Information of Tech Biz in confidence and shall protect such Proprietary Information against disclosure to and use by third parties not using the information to serve the Purchasing Party.
C. The User Party shall also protect the Proprietary Information of Tech Biz against disclosure to and use by employees of the Purchasing Party who do not have a need to know that Proprietary information for the purpose or purposes of this Agreement as stated herein.
5. Subject to the restrictions imposed by the patent or copyright laws through the grant of a valid patent or copyright, the User Party shall have no obligation to protect or restrict the use of any portion of the information marked as "Proprietary Information" which:
A. is independently developed by employees of the User Party having no substantive knowledge of the data provided hereunder, or
B. was already lawfully known to the User Party prior to disclosure by Tech Biz and was without restriction; or
C. has been subsequently received lawfully by the User Party from a third party without restrictions and without breach of this Agreement; or
D. is approved for release by written authorization of Tech Biz.
6. It is the intent of the Parties that this Agreement be construed, interpreted, and applied in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the User Party has executed this Agreement.

User Party Name

User Party Address

By: _____

Name: _____

Title: _____

Date: _____