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March 4, 2008

MUTUAL NONDISCLOSURE NON-CIRCUMVENTION AGREEMENT

This agreement, effective when executed by both parties, is made between _____, as Principal and Managing Director of Oceanic Supply, Inc., a California Corporation, ("IAG") and _____, _____ ("_____"), a _____ company, to protect the confidential or proprietary nature of information about developments and investment(s) ("matters of mutual interest") that will be disclosed by one to the other upon the following terms:

1. To facilitate discussions, meetings and the conduct of business between the parties with respect to any matter of mutual interest, it may be necessary for either party to disclose to the other technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible forms including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples related to sales and development opportunities between his/her respective companies. Such information may contain proprietary or confidential material ("Confidential Information").
2. Both agree not to independently pursue recommendations or transactions proposed by the other without prior written consent, or engage or urge affiliates or other parties to pursue the transactions proposed by the other without prior written consent. Each agrees not to circumvent the business affairs of the other, nor urge affiliates or other parties to pursue any transactions currently being contemplated by, or in process, through companies owned operated, managed, or directed by the other. Consent by either party can be granted in consideration for compensation to be determined.
3. Each party acknowledges and agrees
 - a. All Confidential Information required by either party from the other is, shall be and shall remain the exclusive property of the disclosing party;
 - b. To inform the receiving party, in advance of any disclosure of Confidential Information, in non-confidential and non-proprietary terms, of the nature of the proposed disclosure, and to afford the receiving party the option of declining to receive the Confidential Information;
 - c. To identify in writing as confidential or proprietary, or mark as confidential or proprietary, any information that either party deems to be Confidential Information;
 - d. Information that is disclosed orally shall be considered Confidential Information;
 - e. To receive in confidence any Confidential information; to limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information in order for the party to participate in the matter of mutual interest described above; and not to disclose such Confidential Information to others (including consultants, advisors and other such entities and persons who are not full-time, regular employees of the recipient) or authorize anyone else to disclose such Confidential Information to others without the prior written approval of the disclosing party;
 - f. To use such Confidential Information only for purposes of work, services or analysis related to the matter of mutual interest described above and for other purposes only upon such terms as may be agreed upon between the parties in writing;
 - g. To return promptly to the disclosing party, or to destroy any copies of such Confidential information in written, graphic or other tangible format that party's request;
 - h. The obligations with respect to Confidential Information shall extend for a period of five (5) years following the date of initial disclosure of that Confidential Information, and such obligations shall extend beyond completion of the term of this Agreement; and

- i. Neither disclosure of Confidential Information nor of his Agreement shall be construed as a license to make, use or sell the Confidential Information or products derived there from.
- 4. These obligations do not apply to Confidential Information that:
 - a. As shown by reasonably documented proof, was in the other's possession prior to receipt thereof from the disclosing party; or
 - b. As shown by reasonably documented proof, was received by one party in good faith from a third party not subject to a confidential obligation to the other party; or
 - c. Now is or later becomes publicly known through no breach of a confidential obligation by the receiving party; or
 - d. Is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by a subsection, the party receiving the request for the information shall notify the disclosing party giving it an opportunity to participate in objecting to production of the Confidential Information; or
 - e. Is authorized in writing by the disclosing party to be released or is designated in writing by the source as no longer being confidential or proprietary.
- 5. It is agreed that a violation of any of the provisions of this agreement will cause irreparable harm and injury to the non-violating party and that party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the violating party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Absent a showing of willful violation of this agreement, neither party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages.
- 6. Neither this Agreement nor provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, promise, or representation by either party to do business with the other or to do anything except as set out specifically in this Agreement.
- 7. This Agreement shall be construed in accordance with the laws of the State of California, in the United States of America.
- 8. This Agreement is the entire agreement between the parties with respect to nondisclosure of Confidential Information pertaining to the matter of mutual interest stated above and supersedes all prior agreements and understandings with respect to this subject. This Agreement may be amended only by written agreement executed by both parties; This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This Agreement shall be binding on principals, agents, successors and permitted assigns of the parties.
- 9. Unless terminated earlier by written notice, this Agreement shall remain in force for two (2) years.

Oceanic Supply, Inc. (A California Corporation)	_____ (Company chartered in _____)
Addison Schonland	PRINT NAME: _____
	
ITS: President	ITS: _____
DATE: _____	DATE: _____

Please fax back the signed agreement to (209) 498-3570