

LEFT BEHIND GAMES INC.

**NON-DISCLOSURE
AND CONFIDENTIALITY
AGREEMENT**

This Agreement is made and rendered effective as of this ___ day of _____, 200_ by and between Left Behind Games Inc., a Delaware corporation with a mailing address of 25060 Hancock Avenue, Suite 103-110, Murrieta, California 92562 U.S.A. ("LBG") and _____, a(n) _____ partnership / corporation / individual (*cross out both inappropriate references*) with offices (or residence) at _____ ("Confidant").

LBG and Confidant desire to explore a business opportunity of mutual interest. In connection with this opportunity and as a condition to the discussions between LBG and Confidant, LBG and Confidant recognize that there is a need for LBG to disclose to Confidant certain confidential information of LBG which is to be used only for the purpose of such discussions and is to be protected from unauthorized use or disclosure.

In consideration of LBG's disclosure of such information, Confidant agrees as follows:

1. **Definition.** This Agreement shall apply to all confidential and proprietary information disclosed by LBG to Confidant, including but not limited to, all information related to LBG technology, know-how, products, potential products, services, markets and other business information, whether disclosed orally or in writing, and shall, without limiting the foregoing, specifically include all information marked as "Confidential" or "Proprietary" (hereinafter referred to as "Confidential Information").
2. **Nondisclosure of Confidential Information.** Confidant agrees not to use any Confidential Information for its own use or for any purpose except to carry out discussions with LBG concerning a possible business relationship between the parties. Confidant agrees to hold Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties, including consultants. Confidant may disclose the Confidential Information only to its responsible employees who require such information in order to carry out the business discussions between the parties and only to the extent necessary. Confidant agrees to instruct all such employees regarding the foregoing obligations and shall have or has had such employees sign nondisclosure agreements in content similar to the provisions of this Agreement. Confidant agrees that it shall take all reasonable measures to protect the confidentiality of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Confidant utilizes to protect its own confidential information of a similar nature. No copies of Confidential Information may be made unless approved in writing by LBG.
3. **Exceptions.** The obligations set forth in Section 2, above, shall not apply to any Confidential Information which Confidant can demonstrate: (i) was known by Confidant prior to the disclosure thereof by LBG; or (ii) is or becomes publicly known through no wrongful act of Confidant, or (iii) is disclosed pursuant to a requirement of any government agency or of law.
4. **Remedies.** Confidant agrees that the unauthorized disclosure or use of any portion of the Confidential Information will cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Confidant acknowledges and agrees that LBG shall have the

right to the issuance of immediate injunctive relief, without bond, enjoining any breach or threatened breach of any of Confidant's obligations hereunder.

5. Return of Materials. All copies of Confidential Information in tangible form which are in the possession or custody of Confidant shall be promptly returned to LBG in the event the referenced business opportunity is rejected or consummated or at any time upon LBG's request.

6. Confidentiality of Discussions. Confidant acknowledges and agrees that disclosure of the existence of discussions between the parties regarding any business opportunity could result in irreparable damage to the business and goodwill of LBG, whether such disclosure should occur in the course of such discussions or should follow their discontinuation or consummation. Accordingly, Confidant agrees that it shall keep the existence of such discussions in strict confidence and not disclose their existence, nature or substance to any third party for any reason without the prior written consent of LBG.

7. No License. Confidant hereby acknowledges and agrees that all Confidential Information shall be owned solely by LBG. Confidant recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, under any intellectual property rights of or concerning any Confidential Information.

8. Term. The foregoing covenants and commitments of Confidant shall survive any termination of discussions between the parties.

9. Miscellaneous. Confidant may not assign this Agreement, nor may any of Confidant's rights or obligations hereunder be assigned, delegated or otherwise transferred to any third party, without LBG's prior written consent. Any attempted or purported assignment, delegation or other such transfer by Confidant to any third party without LBG's consent having first been obtained shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure for the benefit of the undersigned parties, their respective successors and permitted assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any such provision. This Agreement shall be governed by the laws of the State of California, excluding that body of law relating to choice of laws, and of the United States of America. This document contains the entire agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date written above.

CONFIDANT

LEFT BEHIND GAMES INC.

Signature

Signature

Name (please print)

Name (please print)

Title

Title