

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2005 by and between Internet Technology Partnerships, Inc. of PA and _____, of _____, the signatories hereof and their associated and/or affiliated companies (including all subsidiaries, parent companies, brother or sister companies, and any business entities owned in whole or in part by Internet Technology Partnerships, Inc.. and _____ or any of its principal shareholders), individuals, agents, assignees, trustees, or employees (hereinafter, collectively the "Parties" or individually the "Party").

WHEREAS, the Parties are mutually desirous of transacting various business dealing in cooperation with one another for their mutual benefit; and,

WHEREAS, in transacting this prospective business it is essential that the Parties mandate specific provisions pertaining to confidentiality and non-solicitation of each Party's respective business sources and proprietary information.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, including the recitals, which are, made a part hereof, the Parties agree to the following:

1. No Party shall directly or indirectly, contact, deal with, solicit or otherwise attempt to transact business with the source introduced by one Party to any other Party ("Source") at any time, in any manner or for any reason without the prior written consent and authorization of the Party introducing the Source.
2. The Parties shall maintain complete confidentiality and shall not disclose to any third party any aspects of the other's business, including the Sources; and shall only disclose such Sources to any third party, pursuant to the prior written permission of the Party having introduced the Source.
3. In the event one of the Parties desires to introduce or initiate a third party to business opportunities offered by one of the Parties, (and there has been compliance with the provisions of Paragraphs 1 and 2 above pertaining to prior written consent), this third party will be required, for the fulfillment of the contractual obligations one to the other, to execute a similar Non-Disclosure and Non-Circumvention Agreement with the original Parties hereto, thereby making the third party a party to this Agreement, attendant with all of its obligations, constraints and understanding by which the original Parties are bound.
4. All "Proprietary Information," as herein defined (including lists of potential sellers, purchasers, customers and any other contacts), relating to the business being transacted between the Parties shall be deemed confidential, proprietary, and a trade secret of the respective Parties, and any Party receiving Proprietary Information shall not duplicate nor disclose without the prior written consent of the Party disclosing such Proprietary Information.
5. For the purposes of this Agreement, "Proprietary Information" shall consist of any and all information: (i) in whatever form (whether orally, in hard copy, magnetic recording or storage, graphic or written form, or any other medium whatever); and (ii) possessed or created by each Party independently of the other Party or created with the participation of each Party in the course of the Parties business relationship.

6. No party to this Agreement or its subsidiaries, affiliates, officers, directors, employees, agents, representatives or consultants will make any contact, deal with or otherwise enter into any transactions with any third party introduced by a Party hereto without the prior express written consent of all other Parties and execution of a similar Non-Disclosure and Non-Circumvention Agreement.
7. All persons who become privy to the information relative to the transaction or any further transactions are bound for a period of two (2) years from the date first above written or from the date of closing of any transaction as part of, extension of or renegotiation of the instant transaction, whichever is later.
8. Any Party that violates this Agreement shall be liable for all damages, as may be allowed by law, and injunctive relief by any court of competent jurisdiction. These damages shall include but not be limited to all monies received or promised to be received from any sources in violation of this Agreement. It shall not be necessary that a Party prove an inadequate remedy at law or the availability of money damages a pre-condition to obtaining injunctive relief. All violations of this Agreement shall be deemed to be immediate and irreparable harm to Party meriting a temporary restraining order. The party prevailing in this litigation shall be awarded its attorneys' fees.
9. This Agreement shall be governed and construed according to the laws of the State of Illinois. This Agreement is binding of the Parties and their respective successors, heirs, and assigns.
10. If any portion of this Agreement is deemed to be held unenforceable or invalid for any reason, it shall not affect the enforceability or validity of any other provision.
11. The parties agree that receipt of a fully executed copy of this Agreement via facsimile transmission shall be binding, and may be used as admissible evidence that the party so transmitting intends to be bound by the terms set forth herein. In the event such facsimile transmission occurs, then the party so sending shall immediately send the executed originals(s) of the Agreement via overnight mail to the other party for final execution.
12. This Agreement embodies the entire understanding between the Parties and no variation, modification or amendment to this Agreement shall be considered valid or effective unless and until signed by the Parties

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

_____ **Client Company Name**

By: _____ Date: _____

Jesse Levine

President : _____ Date: _____

Internet Technology Partnerships, Inc.