

CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgement between OnTrac Computer Systems Inc. (Company) and

(Undersigned).

Whereas, the Company agrees to furnish _____ Undersigned

Access to certain confidential information relating to the affairs of the Company solely for purposes of: Sale of computer software programs and coaching, teaching and training, inclusive of but not limited to all programs currently under development by OnTrac Computer Systems.

Whereas, the Undersigned agrees to review, examine, inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential and secret pursuant to the terms of this agreement.

Be it known that the Company has or shall furnish to the Undersigned certain confidential information, described as Computer CMA Plus, Money Magic & Howard & Friends Programs & price lists, all written materials and documentation for all on the following conditions.

1. The Undersigned agrees to hold all confidential or proprietary information or trade secrets "information" in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever.
2. No copies may be used or retained of any information written or stored, either electronically or otherwise.
3. At the conclusion of our discussions, or upon demand by the Company, all information, including written notes, photographs, or memoranda computer disks, data, etc., shall be promptly returned to the Company. Undersigned shall retain no copies or written documentation relating thereto.
4. This information shall not be disclosed to any employee, consultant or third party unless said party agrees to execute and be bound by the terms of this agreement, and disclosure by Company is first approved.
5. It is understood that the Undersigned will not use any information to the detriment of OnTrac Computer Systems Inc.
6. The Undersigned acknowledges the information disclosed herein is proprietary or trade secrets and in the event of any breach, the Company shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.

Initials _____

7. INDEPENDENT AGENT

- A. The Company hereby appoints Agent as an **independent contracting agent**, to act as a reseller for the company in the State of Arizona.
- B. Agent recognizes that he/she is **not** an agent of the company and is therefore **not** entitled to benefits under workmen's compensation laws, unemployment laws, minimum wage laws, prepaid health insurance laws, etc. It is the intention of the parties hereto that Agent is an independent contractor, and **not** an agent of the company. The parties hereto do **not** intend to create a partnership, and the company therefore shall be free from liability for any obligations incurred by the Agent. Agent shall retain sole discretion and control of the manner and means of carrying out his or her selling and solicitation activities, except as otherwise governed by law.
- C. Agent agrees to indemnify the Company and to hold the Company harmless from all claims, demands and liabilities, including costs and attorney's fees, to which the Company is subjected by reason of Agent's acts under this agreement.
- D. Except as otherwise required by law, Agent shall be responsible for reporting and paying his/her own income tax, self employment tax, gross excise tax, and any and all other tax or fees required by law and Agent further agrees to hold the *company harmless with respect thereto*.

8. Confidential Information.

- A. It is acknowledged by the Agent that the Company has acquired and developed, and will continue to develop and formulate techniques, plans, processes, computer programs and lists of customers, which may pertain to many and varied products, and related trade secrets, know-how, research and development and other proprietary or confidential information, which are secret and confidential in character and are and will continue to be of great and unique value to it, and which are now and will *continue to be used* in its business (the "Confidential Information").
- B. The Agent agrees that all of the Confidential Information heretofore or hereafter received by him will be kept and maintained by him as confidential and in complete secrecy, and the Agent shall not disclose at any time, either orally or in writing, or otherwise, in any manner, directly or indirectly, to any person or firm, except to other agents of the Company, any Confidential Information the Agent has acquired relating to the Company, its subsidiaries and/or its affiliates.
- C. The Agent further agrees that at the termination of this Agreement, he shall without demand therefore deliver over to the Company all marketing surveys, operating manuals, price lists, memoranda, or other written matter emanating from the Company to the Agent, or vice versa, and the Agent agrees that he will not reproduce, by any means, any of the above mentioned written matter.
- D. The existence of any claim or cause of action by the Agent against the company, if **any**, whether predicated upon the tenants of the Agent's employment hereunder or otherwise, shall not-constitute a defense to the enforcement by the Company, or its successors and assigns, of the foregoing restrictive covenants but shall be litigated separately.

- E. The Agent agrees that the remedy at law for any breach of the provisions of this paragraph (or any of its subsections) will be inadequate and that the Company shall be entitled to injunctive relief in addition to any other remedy it might have.
 - F. The agent agrees not to sell, convey, market or represent any products other than those from OnTrac Computer Systems Inc without the express written permission of OnTrac Inc.
 - 9. Survival. The provisions of paragraphs 3, 6 and 7 of this Employment Agreement, and of this paragraph 9, shall survive the termination of this Employment Agreement.
 - 10. Successors and Assigns This Employment Agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns, and any corporation with which the Company may merge or consolidate or to which the Company may sell all or substantially all its assets, and the Agent and his executors, administrators, heirs and legal representatives. Since the Agent's duties and services hereunder are special, personal and unique in nature, the Agent may not transfer, sell or otherwise assign his rights, obligations or benefits under this Employment Agreement.
 - 11. Entire Agreement. This Employment Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements between the parties whether written or oral with respect to the subject matter hereof. This Employment Agreement cannot be modified, altered or amended except by writing signed by all the parties.
- All references herein to the masculine form shall include the feminine form unless the context otherwise requires.
- 12. Governing Law. This employment Agreement was executed by the parties hereto in accordance with, and shall be governed by and interpreted under, the laws of the State of Utah.
 - 13. Severability. If any provision Of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties hereto shall continue to be bound thereby.
 - 14. As compensation in full for the services to be performed hereunder, OnTrac shall pay Undersigned:
 - A. ____ % of the sales price less shipping and handling from sales generated from Computer CMA Plus/Money Magic & Howard and Friends for Windows with a minimum sales price of ____ for CMA Plus/Money Magic . In the event that undersigned desires to reduce their compensation amount the agent may reduce the _____ sales price by an amount equal to the reduction in commission. In no event shall the final sales to the customer be less than _____ at which no commission will be owed to the agent.
 - B. CMA Plus/Money Magic comes with a complete **30 Day Money** back guarantee less shipping and handling charges. The CMA Plus/Money Magic program will operate in a TRIAL Mode for a period of 30 days prior to receiving a user license. Once a user has received their user license by email there can be no refunds. All information entered as a trial will be saved upon activation of the code.

15. Payments to undersigned shall be made on the 1st day of the next quarter. No payment shall be made for programs still undergoing their 30 day evaluation period.
16. This agreement shall be for a period of 1 year from the day of acceptance.
17. This constitutes the entire agreement.

OnTrac Computer Systems Inc.

Howard & Friends Inc

By: _____

Dan Berry, President

Undersigned

By: _____

Initials _____