

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made between Battlefront Miniatures Ltd, a New Zealand company ("BF"), and _____ (the "Undersigned"), entered into this ___ day of _____ ("Effective Date"). BF and the Undersigned have a business relationship between them, and as a result of such business relationship, each party may disclose certain of its Confidential Information as defined below (in such capacity, each party is referred to herein as the "Disclosing Party") to the other party (in such capacity, each party is referred to herein as the "Receiving Party"). In consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

(a) "Confidential Information" means nonpublic information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, would be reasonably considered confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased products, marketing or promotional plans, business policies or practices, prospective licensees, game designs, rules, playing strategies, inventions, formula, trade secret, process, research, technical data, software, financial information, price, cost, employee list, customer, vendor or supplier lists, and information received from third parties that the Disclosing Party is obligated to treat as confidential.

(b) "Confidential Information" shall not include: (i) any information that is or subsequently becomes available to the public other than as a result of a disclosure by Receiving Party or any of its employees or representatives; (ii) any information that was available to Receiving Party on a non-confidential basis prior to the disclosure thereof; or (iii) any non-confidential information that became known to the Receiving Party from a source other than by breach of an obligation of confidentiality owed to the Disclosing Party.

(c) "Confidential Materials" means all tangible materials containing Confidential Information; including without limitation, written or printed documents, product samples, promotional items, or other game-related items.

2. Receiving Party's Obligations

(a) Receiving Party will keep strictly confidential all Confidential Information in its possession, however and whenever obtained. The Confidential Information is to be used for the sole purpose of evaluating a business relationship between the parties, and as may be required to perform such business relationship.

(b) Receiving Party will not, directly or indirectly, disclose or make available any Confidential Information to any third person or entity, or any employee, director, officer or agent of Receiving Party, in whole or part, or use such Confidential Information on its own or any third party's behalf, except in direct relation to its evaluation, negotiation and performance of the aforementioned business relationship.

(c) Receiving Party may disclose Confidential Information in accordance with valid judicial or other governmental orders, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent issued on behalf of Disclosing Party.

3. Security of Confidential Information and Materials

(a) Receiving Party shall take reasonable security precautions to keep confidential the Confidential Information, and such precautions shall be no less stringent with respect to protecting such Confidential Information as it takes to protect its own most confidential information. Receiving Party may disclose Confidential Information only to its employees and outside attorneys or accountants on a need-to-know basis so long as such employees, attorneys and accountants have executed appropriate written agreements with Receiving Party sufficient to enable them to comply with all the provisions of this Agreement.

(b) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's actual use of such Confidential Information or Confidential Material as allowed under this Agreement.

4. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

5. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party's patents, copyrights, trademarks, or trade secret information. Further, the delivery and disclosure of Confidential Information and Confidential Materials does not constitute a license permitting Receiving Party to use said Confidential Information and/or Confidential Materials for any purpose other than those described herein.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the Effective Date and signed by both parties.

(c) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(d) This Agreement shall be constructed and controlled by the laws of New Zealand, and the Undersigned further consents to jurisdiction by the courts sitting in New Zealand. If the Disclosing Party is required to enforce its rights hereunder in a court of competent jurisdiction, Receiving Party agrees to reimburse Disclosing Party for all costs and expenses of such litigation, including reasonable attorneys' fees and court costs.

(e) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(f) All obligations created by this Agreement shall survive for a period of five (5) years after any change or termination of the parties' relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

UNDERSIGNED:

BATTLEFRONT MINIATURES:

Signature

Signature

Printed Name

John-Paul Brisigotti

Printed Name

Title

Managing Director

Title