

NON-DISCLOSURE/NON-COMPETE AGREEMENT

This NON-DISCLOSURE/NON-COMPETE AGREEMENT
(Hereinafter "Agreement") is entered
into on _____, 20__ between:

Sirisha Global Import/Export Corp. dba Sirisha Global Bazaar,
of 5991 NW 173rd Ave, Portland, Oregon

(Hereinafter "Disclosing Party")

and (Name) _____
(Address) _____

(City) _____
(State) _____
(Zip) _____

(Hereinafter "Recipient").

I. RECITALS

A. Disclosing Party will disclose to Recipient certain important, confidential, trade secret and proprietary information (hereinafter collectively "Confidential Information") pertaining to Disclosing Party's activities, . Confidential Information includes information or material that has or could have commercial value or other utility in the business of Disclosing Party, including, without limitation, the term of this Agreement, business, marketing and financial information, customer and vendor lists, and pricing and sales information.

Confidential Information also includes information or material that has or could have commercial value or other utility in the business of Disclosing Party. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Disclosing Party.

II. Recipient wishes to receive Confidential Information in the course of consideration for employment or business relationship. For purposes of this Agreement, the term "Recipient" shall include the Recipient, the company he or she represents, and all affiliates, subsidiaries and related companies of the Recipient, including Recipient's agents, employees, directors, officers, and legal, financial, and other advisors.

III. Disclosing Party is willing to disclose Confidential Information, and Recipient is willing to receive Confidential Information, on the terms and conditions set forth herein.

THEREFORE, Disclosing Party and Recipient agree to enter into a confidential relationship with respect to the disclosure by Disclosing Party to Recipient of certain information, as follows:

1. That the disclosure of Confidential Information by Disclosing Party is in strictest confidence and thus Recipient will:
 - a. Not disclose to any other person the Confidential Information and use at least the same degree of care to maintain Confidential Information secret as Recipient uses in maintaining as secret its own secret information, but always at least a reasonable degree of care;
2. Use Confidential Information only for the above purpose;
3. Restrict disclosure of Confidential Information solely to those employees of Recipient having a need to know such Confidential Information in order to accomplish the purpose stated above;
4. Advise each such employee, before he or she receives access to Confidential Information, of the obligations of Recipient under this Agreement, and require each such employee to maintain those obligations;
5. Return to Disclosing Party all documentation, copies, notes, diagrams, computer memory media and other tangible materials containing any portion of Confidential Information, or confirm to Disclosing Party, in writing, the destruction of such materials if the Recipient does not proceed with the possible transaction with Disclosing Party; and
6. Immediately upon sale of Recipient or merger of Recipient with a third party, return to Disclosing Party all documentation, copies, notes, diagrams, computer memory media and other tangible materials containing any portion of Confidential Information, or confirm to Disclosing Party, in writing, the destruction of such materials.
7. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Disclosing Party to enter into any other agreement with Recipient or prohibit Disclosing Party from providing the same or similar information to other parties and entering into agreements with other parties. Disclosing Party reserves the right, in its sole discretion to reject any and all proposals made by Recipient with regard to a transaction between Recipient and Disclosing Party and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Disclosing Party and Recipient.

8. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. The Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the positing of a bond by Disclosing Party.
9. The Confidential Information shall remain the sole property of Disclosing Party.
10. Disclosing Party does not make any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, disclosing party does not make any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Disclosing Party shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the recipient.
11. In the event of a breach or threatened breach or intended breach of this Agreement by Recipient, Disclosing Party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
12. The obligations of Recipient herein shall remain effective for 2 years from the date Disclosing Party last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Recipient, nor by the rejection of any agreement between Disclosing Party and Recipient, by a trustee of Recipient in bankruptcy, or by Recipient as a debtor-in-possession or the equivalent of any foregoing under local law.
13. The obligations of Recipient herein shall extend only to a geographic boundary of States Of Oregon and Washington
14. Other than with the express written consent of the Disclosing Party, which consent may be unreasonably withheld, the Recipient hereby agrees not to directly or indirectly compete with the business of the Disclosing Party, for a period of 2 years following the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the business lines of the Disclosing Party that are the subject of this Agreement.

15. The validity, construction, and performance of this Agreement are governed with the laws of the United States and the State of Oregon and the Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. The Recipient agrees that in the event of any breach or threatened breach by the Recipient, the Disclosing Party shall be entitled to preliminary and final injunctions and may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Disclosing Party against any such breach or threatened breach.
16. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
17. If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
18. In the event that Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of Confidential Information, Recipient will give to Disclosing Party prompt written notice of such request so Disclosing Party may seek an appropriate remedy or alternatively to waive Recipient's compliance with the provisions of this Agreement in regards to the request.
19. If the Recipient loses or makes unauthorized disclosure of any of Confidential Information, the Recipient will immediately notify Disclosing Party and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

This Agreement is binding upon Disclosing Party and Recipient, and upon the directors, officers, employees and agents of each. Recipient's obligations of confidentiality and restrictions on use of the Confidential Information disclosed by Disclosing Party shall survive termination of this Agreement.

IN WITNESS WHEREOF and have duly affixed their signatures under hand and seal this _____, 20__.

Disclosing Party:

Signature: _____

Print Name: _____

Recipient:

Signature: _____

Print Name: _____