

**UNIQUE WRITERS SENIOR CENTER SYSTEM
AGENT PERFORMANCE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGENT PERFORMANCE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20____, by and between Unique Writers, Inc., a Nevada corporation ("UW"), having an address at 1000 Lincoln Road, Suite H-156, Yuba City, CA 95991 and _____, having an address at _____ ("AGENT").

AGENT desires to utilize the UW Senior Center System ("SCS"). AGENT understands the SCS to be the exclusive, proprietary property of UW, and is solely for the use of duly authorized UW agents.

In consideration of UW's disclosure of Confidential Information (as defined below) to AGENT, which AGENT acknowledges to be good and valuable consideration for its obligations hereunder, UW and AGENT hereby agree as follows:

1. "Confidential Information" as used in this Agreement shall mean any information or materials relating to the UW SCS or its business, processes, concepts, technology, methods or business plans which may be provided to AGENT, including but not limited to any negotiations or discussions concerning any transaction involving UW, whether written or oral. All Confidential Information which is provided, learned or acquired by AGENT shall be accepted subject to the terms of this Agreement. Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information, and other information of a similar nature (whether or not reduced to writing or still in development): designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, software, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, videos, electronic presentations, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), customer names and other information related to customers, pricing policies, and financial information.

2. AGENT understands and acknowledges that such Confidential Information has been developed or obtained by UW through the investment of significant time, effort and expense, and that such Confidential Information provides UW with a significant competitive advantage in its business.

3. AGENT agrees to hold all Confidential Information in confidence, and not to disclose or reveal any of same to any person or entity without the express prior written consent of UW. AGENT agrees not to use or disclose any of the Confidential

Information received hereunder for any purpose at any time, other than for the limited purpose(s) of this confidence.

4. Without limiting the generality of any of the provisions of this Agreement, AGENT specifically agrees that any reports concerning Confidential Information which are not made or authorized by UW and which appear in any publication prior to UW's official disclosure of such Confidential Information shall not release AGENT from his or her obligations hereunder with respect to such Confidential Information. AGENT agrees that it shall not publish any Confidential Information prior to UW's intentional written disclosure, upon which intentional written disclosure same will no longer be Confidential Information (but only to the extent that it is actually disclosed).

5. It is understood that UW may furnish to AGENT certain materials, either in writing or otherwise fixed in tangible form. The parties agree that any and all of these materials shall be furnished in confidence and all of the terms and conditions of this Agreement shall apply to the disclosure or furnishing of these materials. AGENT agrees to return to UW, or destroy upon UW's written request, any and all of these materials, together with any copies (including, but not limited to, complete or partial copies incorporated into other materials) that may have been made, promptly upon the request of UW or, if not requested earlier, promptly after the purpose(s) for which they were furnished has been accomplished or abandoned.

6. AGENT represents that it has not provided or communicated any Confidential Information to any third party, and will not do so in the future without the prior written consent of UW.

7. This Agreement shall not be assignable by AGENT, and AGENT may not delegate his or her duties hereunder, without the prior written consent of UW, which consent may be granted or denied at the discretion of UW. UW retains its right to assignment. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

8. AGENT agrees that a breach of this Agreement cannot adequately be compensated by money damages and, therefore, UW shall be entitled, in addition to any other right or remedy available to it, to an injunction restraining such breach or threatened breach and to specific performance of the provisions of this Agreement. In either case, no bond or other security shall be required of UW in connection therewith. AGENT further agrees to be responsible for any expenses (including reasonable legal and attorneys' fees) that UW may incur if it is obliged to enforce this Agreement and succeeds in such enforcement.

9. In the event that AGENT becomes legally compelled or required to disclose any of the Confidential Information to a third party, AGENT will provide UW with prompt notice so that UW may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, at the discretion of UW. In any event, AGENT will furnish only that portion of the Confidential Information which AGENT is legally required to.

10. Nothing in this Agreement shall be construed as creating any obligation on the part of UW to disclose any Confidential Information whatsoever. Nothing in this Agreement shall be construed as granting AGENT any license or any other rights with respect to UW's proprietary rights or Confidential Information.

11. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship, between UW and AGENT. Except as specified herein, no party shall have the right, power or implied authority to create any obligation or duty, expressed or implied, on behalf of the other party.

12. AGENT agrees and understands that he or she will have specific new business processing and reporting requirements in conjunction with AGENT'S use of the SCS. Specifically AGENT agrees to the following.

- a) AGENT agrees to provide a report to UW of all activity surrounding AGENT'S use of the SCS on a weekly basis in form as directed by UW. Report shall include, but shall not be

limited to, facilities identified, contacts made, new presentations scheduled, presentations made, new leads and referrals obtained, and all new business written through these various activities.

- b) AGENT agrees to write all life insurance, disability insurance, critical illness insurance, and annuity applications only with insurance carriers for whom AGENT is contracted through UW. AGENT also agrees to send all insurance applications written in conjunction with the SCS directly to UW for processing to the various UW insurance carriers.

13. In the event AGENT terminates his or her relationship with UW, AGENT understands and agrees that he or she will not implement or utilize the SCS, or any similar program, with any other organization or insurance marketing entity, or by AGENT directly, and that AGENT will cease all use of SCS materials, scripts, concepts and methodologies.

14. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its conflicts rules. Further, the parties submit to the exclusive jurisdiction and venue of the state and federal courts located in California. This Agreement and any performance hereunder may only be waived, amended or modified in writing, signed in advance, by authorized representatives of UW and AGENT.

15. AGENT warrants and represents that he or she has carefully read and understood this Agreement, and AGENT acknowledges receipt of a copy hereof.

IN WITNESS WHEREOF, UW and AGENT have executed this Agreement as of the date first set forth above.

AGENT

Signed: _____

Name: _____

UW

By: _____
Michael Passaglia, President