

CONFIDENTIALITY AND NON-CIRCUMVENT AGREEMENT

This Confidentiality and Non-Circumvent Agreement (the "Agreement") is entered into by and between _____ ("Company") and New Generation Holdings, L.L.C. d/b/a New Generation Companies ("NewGen") on this the ____ day of _____, 20___. This Agreement will confirm the mutual understandings of Company, and NewGen in connection with any information provided to Company regarding Non-Insured Discount Benefit Programs ("Cards").

Confidential information ("Information") includes any Service Offering and all data, reports, records (financial and otherwise), trade secrets, verbal communications and/or other materials obtained from NewGen in connection with the execution of this Agreement and thereafter. For purposes of this Agreement, Information will not include information that Company can show (i) is generally available to the public, (ii) is lawfully in the possession of Company before the receipt of the Information and not subject to any confidentiality obligation or (iii) is obtained, after the date hereof, by Company from any other party that is lawfully in possession of such information and not in violation of any confidentiality agreement with respect to disclosing the information.

1. All Information is considered highly sensitive and strictly confidential. Accordingly, Company will maintain such Information in the utmost confidence. Company will not use or exploit the Information for any purpose other than evaluating the desirability of Company's potential Sales and Services Agreement with NewGen.
2. Company will limit disclosure and transfer of Information to Company's employees, directors, officers, agents and representatives ("Representatives") that have a legitimate need to review the Information in evaluating Company's Sales and Services Agreement with NewGen. In the event Company wishes to employ independent professionals for the sole purpose of assisting Company in determining the feasibility of entering into the Agreement with NewGen, then Company may divulge the Information to such third parties provided that before doing so, NewGen is notified of and approves all such third parties. Such third parties will then be defined as Representatives and Company will require them to be bound by this Agreement.
3. All Information will be returned to NewGen if Company does not enter into a Sales and Services Agreement with NewGen. Then, in addition to returning all Information to NewGen, Company will destroy any analysis, notes or other materials relating to or derived from the Information.
4. The actions or negligence of the Representatives referred to in Paragraph (2) above will be deemed the actions of Company with respect to the Information, and any unauthorized use or disclosure of Information will constitute a material breach hereof and will cause irreparable harm and loss to NewGen.
5. Company agrees and acknowledges that it will not, directly or indirectly, solicit or hire any employee of NewGen, or induce any employee to terminate his employment with NewGen.
6. Company agrees not to use vendors whose names are disclosed in materials provided by NewGen for the sale of Cards other than through NewGen and its authorized representatives. Specifically, Company agrees not to contact vendors of NewGen, their employees, suppliers and/or customers except through NewGen, and further agrees that all inquiries, negotiations and sales agreements, if any, shall be directly through NewGen. The term of this Agreement will be for one (1) year. In the event of any breach of this Agreement, NewGen, in addition to any other remedies at law or in equity that they may have, will be entitled, without the requirement of

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posting a bond or other security, to equitable relief, including injunctive relief and specific performance. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.

If Company is in agreement with the foregoing, please sign and return by fax one copy of this Agreement to NewGen, which will constitute an Agreement of Company in favor of NewGen with respect to the subject matter hereof.

Please return by fax to:
New Generation Holdings, L.L.C.
PMB-104, 1124 N. Fielder Rd.
Arlington, Texas 76012
Phone: (817) 350-4977
Fax: (817) 887-5626

COMPANY

Signature: _____

Name: _____

Title: _____

Company: _____

Address: _____

Telephone #: _____

Fax Number: _____

E-Mail Address: _____