



No Use – Non-Disclosure Agreement
cebe enterprises adventures

No Use. Recipient agrees not to use the following Confidential Information in any way to deliberately circumvent Creative Endeavors/Inspire Desire, or to manufacture or test any product embodying Confidential Information.

Non-Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

- Design concept: Inspire Desire images, concept, slogans, Intellectual Property
- Tagline: "Inspire Desire" or any derivative from the name (e.g. Inspire, InspireMyDesire, 21nspireDesire)
- Tagline "Release The Spirit" or any derivative from the name
- Marketing concept: Limited edition, numbered pieces
- Marketing concept: Licensed use of designs
- Marketing concept: In-store events
- Marketing concept: Obtaining sponsors
- Marketing concept: Any jewelry piece as marketing focus for promotional purposes
- Marketing concept: Attachment to a charity, non-profit, community service
- Marketing concept: Promotion of designs, brands, taglines, slogans and trademarks as a package to any market
- Marketing concept: Use of celebrity endorsement
- Marketing concept: Providing pieces to Emmy's, Oscars, Golden Globes, Music, Toasts or other large entertainment venues/shows
- Marketing concept: Gift with purchase or purchase with purchase
- Packaging: leather pouches, with or without the piece wrapped on the outside, with or without another item inside the pouch; other textile-based containment or package

Additionally, all notes taken during our confidential meetings and sketches that were commissioned under our agreement would also be included under this confidential agreement.

DISCLOSER

RECIPIENT

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proprietary and confidential information of Creative Endeavors Consulting, not to be shared with anyone without prior written permission from management. Violators may be held liable for direct, indirect, or punitive damages or losses, or damages or loss of income, loss of business profits, business interruption, loss of data or business information. Information subject to change



Non Disclosure Agreement

This Agreement is entered into this ___ day of ___ by and between ___ (hereinafter "Recipient") and Creative Endeavors (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to business processes and procedures, marketing and advertising campaigns, and methods for product development, product concepts, designs, and logos (copyrighted or in process of copyright) intended to be turned into products that are confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of jointly developing programs, projects and brands that Creative Endeavors manages.

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way to deliberately circumvent Creative Endeavors, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Confidential Information. Confidential Information shall be deemed proprietary and the Recipient shall have obligation with respect to such information where the information.



Collaboration & Agreement

Agreement in effect _____ between _____,
organized under the laws of the state of _____ with its principal office located at
_____ herein referred to as "COLLABORATOR" and CREATIVE ENDEAVORS,
herein referred to as "THE COLLABORATION."

RECITALS

_____ is in the business of _____ and in the conduct of such business
desires to have the following position within the collaboration _____.

1. Develop a plan for development of brands plus marketing & media.
2. Represent the Collaboration and act as a liaison for " _____ " brands.
3. Implement the strategy and business pursuant to _____.
4. Administer the services when contracted on behalf of the Collaboration.

"The Collaboration" agrees to perform for the collaborative effort agrees to perform under the terms and
conditions set forth in the contract in consideration of the mutual promises set forth in this contract, it is agreed
to, by and between the Collaboration and CE BE Intl as follows:

SECTION ONE: NATURE OF WORK

"The Collaboration" will perform consulting and resourcing, advising services on behalf of CE BE Intl with
respect to all matters or affecting implementation as a business strategy. "The Collaboration" agrees to perform
these services for _____ under the terms and conditions set forth in this contract.

SECTION TWO: TIME DEVOTED TO WORK

In the performance of the services and the hours "The Collaboration" is to work on any given day will be entirely
within _____ and is reasonably necessary to fulfill the spirit and purpose of this contract, although there
will be some weeks during which _____ may not perform any services at all or, on the other hand,
may work the full week.

SECTION THREE: PAYMENT

_____ will contribute the total sum of \$ _____ payable in
equal monthly installments on or before the first day of each month on account for the prior month.

In addition, the Collaboration shall pay upon the signing of his agreement shared costs of \$ _____ the start-up expenses, and if thereafter making monthly installments toward the _____ until such time that the _____ reaches its promised conclusion (self-financing).

In addition, individual collaborators will be reimbursed for business expenditures related to business development upon presentation of receipts or other evidence of such expenses to the collaboration as predetermined or prior approval of such expenses that are authorized.

SECTION FOUR: DURATION

The parties hereto contemplate that this contract will run for _____ from date hereof but, in the first instance, the contract shall be considered as a firm commitment _____ either party may notify the other that the arrangement is not to continue beyond the ensuing date of _____ in the absence of any such notification, this contract will run from _____ to _____ up to a maximum period of _____.

SECTION FIVE: INDEMNIFICATION

"The Collaboration" hereby agrees to indemnify the collaboration with respect to any claims, losses, liabilities, costs, expenses and attorney's fees incurred by the collaboration in connection with: (a) Any intentional or negligent conduct of the collaboration; and (b) Any breach of the collaboration authority set forth in this agreement.

SECTION SIX: THE COLLABORATION'S INDEPENDENT CONTRACTOR STATUS

This contract calls for the performance of the services from The Collaboration as an independent contractor and those individuals who are fulfilling the contract will not be considered an employee of the collaboration for any purpose.

EXECUTION

WHEREFORE, this Agreement is executed by the parties as follows:

THE COLLABORATORS

Signed _____

Print Name _____

Title _____

Date _____

WITNESS

Signed _____

Print Name _____

Date _____

CE BE INTERNATIONAL

Signed _____

Print Name _____

Title _____

Date _____

WITNESS

Signed _____

Print Name _____

Date _____

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