

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2012, by and between _____, (hereinafter referred to as the "Recipient") and HOTELS ETC., Inc., its heirs, executors, administrators, and any and all other persons, firms or corporations (hereinafter referred to as the "Corporation").

WHEREAS, Corporation desires to receive from Recipient a covenant not to disclose certain information relating to Corporation, and certain other covenants; and

WHEREAS, Corporation and Recipient desire to set forth in writing the terms and conditions of their agreements and understanding;

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants, promises and agreements contained in the Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement, intending legally to be bound, covenant, promise and agree as follows:

1. Disclosure of Information. Recipient acknowledges that they will use, acquire and receive Confidential Information and Trade Secrets (as defined in Section 2 below). Recipient covenants and agrees that they shall not, except with the prior documented consent of Corporation, or except if Recipient is acting as an employee of Corporation solely for the benefit of Corporation in connection with Corporation's business and in accordance with Corporation's business practices and Recipient policies, directly or indirectly, use, divulge, reveal, report, publish, transfer or disclose, for any purposes whatsoever, any Confidential Information or Trade Secrets. The covenants of confidentiality shall apply with respect to the Confidential Information for a period of one (1) year.

2. Definition of Confidential Information and Trade Secrets. For purposes of this Agreement, the term "Confidential Information" shall mean any and all data and information relating to Corporation's business (a) of which Recipient became aware as a consequence of or through their arrangement or relationship with Corporation; (b) which has value to Corporation and is not generally known to its competitors; and (c) which is treated by Corporation as confidential (whether or not such material or information is marked "confidential"). Confidential Information may include, but is not limited to, Proprietary Information (as defined in Section 3) and information relating to the financial affairs, processes, Recipients, Recipients compensation, research, development and marketing of Corporation.

Trade Secrets shall mean the whole or any portion of any information, process, procedure, formula or improvement which is secret and of value to Corporation, and may include, but is not limited to, Proprietary Information (as defined in Section 3).

3. Definition of Proprietary Information. For purposes of this Agreement, the term "Proprietary Information" shall mean, all of the following materials and information (whether or not reduced to writing and whether or not patentable or projectible by copyright) which relate to the Corporation's business and which Recipient receives, has access to, conceives or develops, in whole or in part, as a direct or indirect result of their relationship with Corporation (in any capacity, whether executive, managerial, planning, technical, sales, research, development or otherwise) or through the use of any of Corporation's facilities or resources:

(a) Production processes, marketing techniques, mailing lists, purchasing information, price lists, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, customer data, customer site information and other materials and information relating to the manner in which Corporation does business;

(b) Inventions, discoveries, concepts and ideas, whether or not patentable or protectible by copyright, including, without limitation, the nature and results of research and development activities, technical information on product, or program performance and reliability, processes, formulas, techniques, "knowhow," computer software programs or other computer-related equipment or technology, source codes, object codes, designs, drawings and specifications;

(c) Any other materials or information related to the business or activities of Corporation which are not generally known to others engaged in similar businesses or activities; and

(d) All ideas which are derived from or relate to Recipient's access to or knowledge of any of the above enumerated materials and information.

Failure to mark any of the Proprietary Information as confidential shall not affect its status as part of the Proprietary Information under the terms of this Agreement.

4. Ownership of Proprietary Information. Recipient assigns to Corporation all of Recipient's right, title and interest in the Proprietary Information. If any Proprietary Information is deemed in any way to fall within the definition of "work made for hire," as such term is defined in 17 U.S.C.S. Section 101, such works shall be considered "works made for hire," the copyright of which shall be owned solely, completely and exclusively by Corporation. If any of the Proprietary Information is considered to be works not included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C.S. Section 101, such work shall be owned, assigned or transferred completely and exclusively to Corporation. Recipient agrees to execute, seal and deliver any instruments or documents and to do all other things reasonably requested by Corporation in order to more fully vest in Corporation all ownership rights in those items transferred by Recipient to Corporation.

5. Injunctive Relief. Recipient understands and agrees that Corporation will suffer irreparable harm in the event that Recipient breaches any of their obligations under this Agreement and that monetary damages will be inadequate to compensate Corporation for such breach. Accordingly, Recipient agrees that, in the event of a breach or threatened breach by Recipient of any of the provisions of this Agreement, Corporation, in addition to and not in limitation of any other rights, remedies or damages available to Corporation at law or in equity, shall be entitled to a permanent injunction in order to prevent or to restrain any such breach by Recipient, or by Recipient's partners, agents, representatives, servants, Corporations, Recipients or any other persons directly or indirectly acting for or with him.

6. Records. All notes, data, tapes, reference materials, sketches, drawings, memoranda and records in any way relating to any of the information referred to in Sections 1, 2, 3 and 4(a) (including, without limitation, any Proprietary Information) or to Corporation's business shall belong exclusively to Corporation and Recipient agrees to deliver to Corporation all copies of such materials in their possession or then under their control at the request of Corporation.

7. Accounting for Profits. Recipient covenants and agrees that if Recipient shall violate any of Recipient's covenants, promises or agreements under this Agreement, Corporation shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Recipient directly or indirectly has realized or may realize as a result of, growing out of or in connection with any such violations. This remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Corporation is or may be entitled at law, in equity or under this Agreement.

8. Reasonableness of Restrictions.

(a) Recipient has carefully read and considered the provisions of Sections 1 through 7 and, having done so, agrees that the restrictions are fair and reasonable and are reasonably required for the protection of the interests of Corporation, its officers, directors, shareholders and Recipients.

(b) In the event that, notwithstanding the foregoing, any part of the covenants, promises and agreements set forth in Sections 1 through 7 shall be held to be invalid and unenforceable, the remaining parts shall nevertheless continue to be valid and enforceable as though the invalid and unenforceable parts had not been included.

9. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, Corporation and Recipient, and their respective heirs, personal and legal representatives, and successors and assigns.

10. Governing Law. In view of the fact that the principal office of Corporation is located in the State of Georgia, it is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Georgia.

11. Corporation. As used, the term "Corporation" shall also include any corporation which is at any time the parent or a subsidiary of Corporation, and any corporation or entity which is an affiliate of Corporation by virtue of common (although not identical) ownership, and for which Recipient is providing services in any form for Corporation or any such other corporation or entity.

12. Notices. Any documented notice or other communication by either party to the other under this Agreement may be delivered personally, or by United States first class mail, or by Postal Service or commercial overnight document delivery service, or may be electronically transmitted, addressed as follows:

To Corporation, addressed to:

Hotels Etc., Inc.
Attn: Shawn Pigg
910 Athens Highway, Suite K-214
Loganville, Georgia 30052
Telephone: (678) 528-7966
Facsimile: (866) 461-5637

To Recipient, addressed to:

Telephone: _____
Facsimile: _____

Any documented notice given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such a documented notice was personally delivered. The addresses stated in this paragraph 12 may be changed by the respective parties upon a documented notice delivered or transmitted pursuant to this paragraph 12.

13. Entire Agreement. This Agreement contains the full, entire and integrated agreement and understanding by and between Corporation and Recipient with respect to the covenants described, and no representations, promises, agreements or understandings, written or oral, not contained in this Agreement shall be of any force or effect. Nothing contained in this Agreement shall be deemed or construed to constitute an agreement by Corporation to employ Recipient. No change or modification shall be valid or binding unless the same is in writing and signed by the parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver

of any other provision of this Agreement at such time nor will it be deemed a valid waiver of such provision at any other time.

14. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

15. Gender. The use of any gender shall be deemed to be or include the other gender, wherever appropriate.

IN WITNESS WHEREOF, Corporation and Recipient have duly executed this Agreement as of the day and year first above written.

RECIPIENT:

CORPORATION:
HOTELS ETC., INC.

BY: _____
TITLE: _____
DATE: _____

BY: SHAWN PIGG
TITLE: _____
DATE: _____