

NON-DISCLOSURE & NON-COMPETITION AGREEMENT

Deed Exchange, inc. & WorldVest Corporation

NO: (2009-08-1304:54:46)

RECIPROCAL NON-DISCLOSURE & NON-COMPETITION AGREEMENT

In order to protect Trade Secrets, Confidential and Proprietary Information, Copyrights and Patents Pending Information; You shall only be allowed to enter DeedExchange.com Web Site by agreeing to all of the following terms and conditions for access:

1. Effective Date:

The effective date of this Agreement shall be (2009-08-1304:54:46).

- The Confidential Information disclosed under this Agreement are Trade Secrets, Confidential and Proprietary Information, copyrighted words & phrases, software copyrights, Patents Pending Information, and Secret business structuring and procedures, which are the solo property of WorldVest Corporation, described as:
- Bearer Deed Real Estate, Deed Exchange Real Estate Brokerages, Real Estate marketing and business structures, which are also Copyrighted, Trademarked. Technical and business information regarding the Buying, Selling and Trading of Deeded Interest Real Estate Properties, Bearer Deeds, around the world, Business Plan, Business Structure and Business Financial Structure which are Copyrighted, Trademarked, Patents Pending. Including but limited to all information located without DeedExchange.com website.

2. Purpose of Confidential Disclosure:

Only for the purpose of acquiring Investment and/or Venture Capital, and/or the Licensing, Purchase or Partnerships with WorldVest Corporation, membership; Deed Exchange membership; Associate membership; or bidding for contracts; Underwriters. The party receiving these Trade Secrets and Confidential information (Recipient) shall make use of Confidential Information only for the forgoing purpose and shall not be used to structure all or any part of a business or compete in any manner with Deed Exchange or WorldVest Corporation.

4. Agreement Period:

This Agreement controls all Trade Secret and Confidential Information, which is disclosed from March 19, 2009 through July 15,, 2050.

5. Confidentiality Secret Period:

Recipient shall have the duty to protect all Confidential, Trade Secrets and Patents Pending Information, which shall not expires prior to July 15, 2050.

6. Standard of Care:

I _____ the Recipient shall: (a) treat these Trade Secrets and Confidential Information herein as strictly Secret and Confidential; (b) shall not divulge the herein Secret and Confidential information, directly or indirectly, to any other person, firm, corporation, association, or entity, for any purpose whatsoever; (c) not make uses of any part of these Secrets and Confidential Information without prior written consent of WorldVest Corporation. The Secret and/or Confidential Information may be disclosed only to the employees or consultants of the Recipient who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the Recipient.

7. All information verbal or written provided to Recipient including that within the Web Site is TRADE SECRETS and CONFIDENTIAL information, which is subject to the terms and conditions of this Agreement.
 - 7a. Each party entering this Web Site shall have guaranteed to not compete or use the information herein for any reason other than stated in paragraph 3, and the Recipient, by entering the Secret and Confidential area of this web site, the Recipient shall have agreed to the herein terms and warrants to WorldVest Corporation that he or she shall not pass on any information about the business or its structure.
 - 7b. Each party agreeing to this agreement shall have the responsibility under this Agreement for any oral or visual disclosures, as to information designated as confidential at the time of oral or visual disclosure and the obligations set forth herein shall restrict or impair the right of the Recipient to disclose or use any information.
8. Upon request of the disclosing party, any written information subject to this Agreement shall be returned to the disclosing party. The obligations of the Confidentiality period and Standard of Care sections herein survive the return or destruction of the Confidential Information during the Confidentiality Period.
9. Except as provided herein, no right or license whatsoever, either express or implied, is granted to the Recipient, pursuant to this Agreement. All information herein is considered Trade Secret and may be covered under filed patents. All information herein is copyrighted, and/or by other proprietary rights now or hereafter is owned or controlled by WorldVest Corporation.
10. Recipient agrees that WorldVest Corporation owns all inventions and works of authorship, and all copyrights and trademarks derived from this Secret and Confidential Information, and further agrees to protect the intellectual property embodied in said inventions and works of authorship.
11. Each party agrees that the Trade Secret and Confidential Information is subject to the Export Laws and Regulations of the United States and shall not export, re-export or transfer, directly or indirectly, such information to Country Groups D1, E1, E2 and Iran and Syria or any other country hereafter restricted by WorldVest Corporation and the U.S. Government, without first obtaining U.S. government and/or WorldVest Corporation written approval. Each party agrees not to write down or copy or print or save any information, documents of this business or any other thing from this Web Site.

12. This agreement will be governed under the laws of the State of Delaware without regards to its conflict laws principles. Any dispute under this agreement shall be resolved by a court of proper jurisdiction of the State of Delaware.
13. Any breach of Recipient covenants, warranties, guarantees, of this agreement to not divulge any Secrets or Confidential information, directly or indirectly, to any other person, firm, corporation, association, and to not compete or use the information herein for any reason other than stated herein, shall be considered as a breach of this Contract.

IN WITNESS HEREOF, the Recipient acknowledge that he/she fully understands and agrees to the covenants contained herein, agrees and warrants to the terms, liquidated and punitive damages of any breach of this agreement, and agrees and warrants that damages shall not be dischargeable by any bankruptcy, and, that have read the written document, understand its terms and conditions and have executed the same.

A copy of this agreement was provided to Recipient.

Providing false or wrong information on this agreement will be considered an attempt to Defraud or have Committed Fraud on WorldVest Corporation, which would be a Federal and State Crime. WorldVest Corporation shall Jealousy and Aggressively Protect its property and all legal rights.

Print clearly please.

Your home address: _____

City _____ State _____ Zip Code _____

Phone Number: _____ Fax Number _____

E-mail address: _____

Print Full Legal Name:

Sign Here **X** _____ Dated _____

IN WITNESS HEREOF, the Recipient acknowledge that he/she fully understands and agrees to the covenants contained herein, agrees and warrants to the terms, liquidated and punitive damages of any breach of this agreement, and, that have read the written document, understand its terms and conditions and have executed the same by Entering the website.

All your access information IP addresses has been saved to the server database up on entering the index page. This information shall only be used to protect our ownership rights, trade secrets, copyrights, confidential information, pending patents, contained within DeedExchange.com website pages.

For us to answer question and to provide additional understanding regarding Deed Exchange or Bearer Deed Real Estate Please contact us by email: WorldVest@DeedExchange.com or Fax (717) 412-2790 to setup a time so we can talk and answer all your questions.