

Exhibit A6

Nondisclosure, Confidentiality and Non-Competition Agreement

This Nondisclosure, Confidentiality and Non-Competition Agreement (the "Nondisclosure Agreement") is entered into as of the ____ day of _____, 20__, by and between Creative Websites Inc. sm dba Creative Websites sm dba CWI sm ("CWI"), an Idaho Sub-Chapter S Corporation, and _____, of _____, an individual (___), a _____ partnership (___), a _____ corporation (___), a _____ limited liability company (___) ("Confidant").

In order to pursue the mutual business purposes specified in the Franchise Agreement dated _____, 20__, CWI and Confidant recognize that there is a need to disclose to Confidant certain confidential information of CWI to be used only for the purposes specified in the Franchise Agreement and to protect such confidential information from unauthorized use or disclosure.

In consideration of the disclosure of such information by CWI, Confidant agrees as follows:

1. For purposes of this Nondisclosure Agreement, "Confidential Information" shall mean:
 - (a) any documents or items disclosed by CWI to Confidant that, at the time of disclosure, are marked as "confidential" or "proprietary" or with words of similar effect;
 - (b) any information disclosed orally to Confidant that, at the time of disclosure, is designated to be "confidential" or "proprietary"; and
 - (c) any nonpublic technical or business information, whether or not designated as "confidential" or "proprietary" at the time of disclosure and including information disclosed in presentations by CWI to Confidant, that Confidant knows or has reason to know CWI would like to treat as confidential for any purpose, including, but not limited to, marketing plans, product plans, operations and sales manuals, or other manuals, business strategies, financial information, forecasts, personnel information, customer lists, trade secrets, inventions, formulas, processes, or ideas.
2. Confidant agrees to hold CWI's Confidential Information in strict confidence, to use such Confidential Information solely for the benefit and best interest of CWI and not to (a) disclose such Confidential Information to any third parties without CWI's prior written

permission, or (b) make any unauthorized use, or allow any third party to make any unauthorized use, of such Confidential Information.

3. The obligations under Paragraph 2 shall not apply to Confidential Information which is already rightfully known to Confidant at the time that it is disclosed to Confidant and can be documented as such, or which, before being divulged by Confidant (a) has become publicly known through no wrongful act of Confidant or any other party, (b) has been rightfully received from a third party without restriction on disclosure and without breach of this Nondisclosure Agreement, (c) has been approved for release by written authorization of CWI, (d) has been furnished by CWI to a third party without a similar restriction on disclosure, or (e) has been publicly disclosed pursuant to a requirement of a governmental agency or of law.

4. Confidant hereby acknowledges that all Confidential Information shall be owned solely by CWI and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, Confidant agrees that CWI shall be entitled to an immediate injunction enjoining any breach of this Nondisclosure Agreement.

5. Upon the written request of CWI, Confidant shall immediately return to CWI all manuals, plans, drawings or other tangible items representing CWI's Confidential Information and all copies thereof.

6. Confidant recognizes and agrees that nothing contained in this Nondisclosure Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Nondisclosure Agreement.

7. This Nondisclosure Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. At CWI's sole option, venue for any action brought which is related to this Nondisclosure Agreement shall be within the same jurisdiction as CWI's headquarters in Idaho Falls, Idaho.

8. The confidentiality obligations of this Nondisclosure Agreement shall remain in effect for ten (10) years from the date hereof.

9. In the event CWI brings any action at law or suit in equity to enforce this Nondisclosure Agreement, CWI will be entitled, if it prevails in such action, to collect its costs, including but not limited to, all court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Nondisclosure Agreement to be executed as of the date written above.

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

By: _____
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Date: _____

By: _____
Its: _____
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By: _____
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Date: _____

Franchisor

Creative Websites, Inc. [sm](#)
dba Creative Websites [sm](#)
dba CWI [sm](#)

By: _____
Its: _____
Date: _____

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Idaho Falls, Idaho 83406
208.406.6260
Slk230007@aol.com