

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Employee Non-Disclosure Agreement (the "Agreement") is made and effective this 10 day of February, 2012.

BETWEEN: Woody Henderson (the "Employee"), an individual with their main address at:

PO Box 1245
Manhattan Bch, CA 90267

AND: Latitudes and Attitudes (the "Company"), a corporation organized and existing under the laws of the State of California, with its head office located at:

270 Portofino Way
Redondo Beach, CA 90277

In consideration of employment by Company and disclosure by Company of confidential and trade secret information, the undersigned Employee hereby covenants and agrees as follows:

1. CONFIDENTIALITY

Employee acknowledges that in the course of Employee's employment by Company, Employee will be exposed to valuable confidential and trade secret information of Company. Employee agrees to treat all such information as confidential and to take all necessary precautions against disclosure of such information to third parties during and after the term of this Agreement.

Employee acknowledges that trade secrets of the Company will consist of but not be necessarily limited to:

- a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
- b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

Employee understands that this Agreement does not and will not prevent him/her from working for any other Company subsequent to the termination of his/her employment with the Company as long as the Employee does not use or disclose any such confidential and proprietary information.

2. USE

Employee shall not use Company's confidential and trade secret information, except to the extent necessary to provide services or goods requested by Company.

3. ENFORCEMENT

The Employee agrees that if he/she commits a breach of any of the provisions of this Agreement, the Company shall have the right to enforce this Agreement in any court having equity jurisdiction. Employee acknowledges and agrees that any such breach of this Agreement will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. In addition, the Company shall have any other rights and remedies available at law or in equity.

4. TERMINATION

All materials furnished to Employee by Company, and all materials prepared by Employee in connection with Employee's employment by Company, including without limitation: documents, models, source code, designs, flowcharts and listings, along with all copies made thereof, shall be returned promptly to Company upon termination of Employee's employment by Company.

5. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the state of California.

6. INDEMNIFICATION

Employee agrees to pay liquidated damages in the amount of \$5,000.00 for any violation of the covenant not to disclose confidential information contained in this Agreement.

7. BINDING AGREEMENT

If any part of these promises is void for any reason the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at the offices of Latitudes & Attitudes on the date indicated below.

COMPANY

EMPLOYEE

Joe Morales
Signature

[Signature]
Signature

Joe Morales
Printed Name

Woody Henderson
Printed Name

VP Operations
Title

Title

2-16-2012
Date

Feb 16, 2012
Date