



NON-DISCLOSURE AGREEMENT

This agreement is made and entered into on _____, between _____, located at _____, (hereinafter referred to as "_____ " or "you" and between **Aressco Technologies, Inc. and R.F.S. Corp.** a Florida corporation and subsidiary of **HS Gateway Holdings, Inc.** (hereinafter referred to collectively as "**The Company or" We**"). 200 N.E. 2nd Drive Homestead, FL 33030.

Whereas, the parties contemplate entering into business and/or technical discussions relating to the disclosure of the SPT 2000 Solar Powered Perimeter Beam System and Radio Data Communication System.

Whereas, in furtherance of these discussions, it may be necessary or desirable for each party to disclose to the other certain confidential and propriety business and/or technical information in order to enable discussions to freely take place between them concerning the subject matter referenced above.

You understand and agree that the information disclosed is based upon original ideas of the Company, and as such, any information related thereto, is confidential and proprietary business information in which we possess valuable property rights. It is understood and agreed that no materials i.e. brochures, video tapes, proposals or reference photos etc. be provided or given to any parties or persons outside the parties to which it is being proposed, except as may be necessary to fulfill the purpose for which it has been disclosed.

Now, therefore, in consideration of the mutual promises herein set forth, the parties agree as follows:

You agree that the **SPT 2000 Solar Powered Perimeter Beam System and Radio Data Communication System**, and any information provided to you will be considered confidential and proprietary, and as valuable business and property rights, and that any information disclosed to you may not be disclosed to anyone else, without advance written consent from the "The Company", but in no case will such disclosure be made without first advising the party receiving the information of this agreement and the restrictions herein and of the proprietary and confidential nature of said information, and having said party receiving said information agree to and be bound by these restrictions in this agreement.

You further agree that in the event we do not enter in to a sales/marketing or Joint venture agreement you will return all information provided by us under this agreement including any copies that may have been made thereof by you or anyone else covered hereby.

In witness whereof, this Agreement has been executed as of the date first written above.

ESCU International Inc.

BY _____ (Authorized Signature) _____ (Signature)

_____ (Printed Name) _____ (Printed Name)

_____ (Title) _____ (Title)

Aressco Technologies, Inc. 200 N.E. 2nd Drive, Homestead, FL 33030

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