

CONFIDENTIALITY AGREEMENT

This agreement is between

_____ (____) and _____(____)

The parties intend to provide confidential information to each other and as such agree as follows:

Confidential Information. "Confidential Information" means all confidential or proprietary information disclosed or made available by either of the Parties to one of the other Parties, which is designated in writing or verbally as confidential or propriety information, or is observed by the Parties while on the premises of either of the Parties. Included as part of this confidential information are all transactions between the parties including, but not limited to, the writings and the information that there was any transaction between the parties. Notwithstanding the foregoing, "Confidential Information" shall not include any information which either Parties can show (a) is now or later becomes available in the public domain without breach of this Agreement by either of the Parties, (b) was in the possession of each Party prior to disclosure to either Party by the other Party, (c) was received from a third party without breach of any nondisclosure obligations to one of the Parties or otherwise in violation of either of the Parties rights, and (d) was developed by the other Party independently of any Confidential Information received from either Party. This Disclosure shall be deemed to not be a public disclosure.

Nondisclosure. Both Parties (a) shall treat all Confidential Information as strictly confidential, (b) shall not disclose any Confidential Information to any other person or entity without prior written consent of the other Party, (c) shall protect the Confidential Information with at least the same degree of care and confidentiality as it affords its own confidential information, at all times exercising at least a reasonable degree of care in such protection, and (d) shall not use any Confidential Information in any manner except for the purpose of evaluating the information to determine either Party's interest in investing in or engaging in some type of business relationship with the other Party. Notwithstanding the foregoing, the Parties may disclose Confidential Information

pursuant to an order of a court or governmental agency as so required by such order, provided that the Party shall first notify the other Party of such order and afford the other Party the opportunity to seek a protective order relating to such disclosure. Both Parties hereby agree to notify the other Party immediately if it learns of any use or disclosure of any of the other Party's Confidential Information in violation the terms hereof.

Ownership: Both parties agree that all ownership right to CONFIDENTIAL INFORMAITON, including, but not limited to Patent, Trademark, Copyright & Know How information provided by either party to the other party shall remain solely owned by the originating party and nothing herein shall be construed as an assignment or license to these rights. Both parties do further agree that if the receiving party makes any additions, changes, modifications or creations that are an extension or refinement of the material provided that all such rights as well shall inure to the originating party. Both parties agree to sign any documents proffered by the other party to which are reasonably designed to effectuate this agreement.

Miscellaneous: jurisdiction and venue shall be state and county of the defendant's domicile in the case of a dispute. This document may be modified in writing only and such a writing must be entitled "MODIFICATION TO CONFIDENTIALITY AGREEMENT." All disputes pertaining to this agreement must be arbitrated with all hearings via telephone, 1 arbitrator, 1 discovery request per party limited to 40 questions and/or requests for documents and the loser to the arbitration must pay all arbitration and attorney's fees.

THE PARTIES HERETO AGREE:

Signature and DATE: _____

Signature and DATE: _____