

_____, residing at _____, _____, _____,
_____ (hereinafter referred to as "_____/_____/_____")
and _____ of _____, _____, _____,
_____ (hereinafter referred to as "_____/_____/_____")), and
by which individually each may be called a "Party" and collectively the "Parties";

WHEREAS, the Parties wish to disclose to each other certain information relating the operations of the businesses of their own that may be considered as proprietary information or Intellectual Property (hereinafter known as the "Information");

WHEREAS, the purpose of disclosure is to discuss a possible business relationship between the two Parties by which disclosure of Confidential Information is essential for the building of the relationship.

WHEREAS, the Parties herein are willing to disclose and receive each Party's Confidential Information subject to certain terms and conditions;

NOW, WHEREFORE, in consideration of the foregoing premises, the parties agree as follows:

I. Confidential Information

The term "Confidential Information" is defined as any information or material which is the property of the Disclosing Party whether or not owned or developed by the Disclosing Party, which is not generally known by anyone other than the Disclosing Party, and which Recipient may obtain through the Disclosing Party.

a. Confidential Information includes the following:

- ___ Business records and plans
- ___ Financial statements
- ___ Customer lists and records
- ___ Trade secrets
- ___ Technical information
- ___ Products

- ___ Inventions
- ___ Product design information
- ___ Pricing structure
- ___ Discounts
- ___ Costs
- ___ Computer programs and listings
- ___ Source code and/or object code
- ___ Copyright and other intellectual property
- ___ Other proprietary information

Please List:

b. Confidential Information does not include the following:

___ Matters of public knowledge that result from disclosure by the Disclosing Party

___ Information rightfully received by Recipient from a third party without a duty of confidentiality

___ Information independently developed by the Recipient

___ Information disclosed by operation of law

___ Information disclosed by Recipient with the prior written consent of the Disclosing Party

and any other information that both parties agree in writing is not confidential.

II. Protection of Confidential Information

The Recipient agrees not to:

- a. make use of the Confidential Information disclosed other than the extent of the relationship between the parties without the prior written consent of the Disclosing Party,
- b. disclose the Confidential Information to any third party except to such of its employees, officers, agents, officers and consultants who are required to have the Confidential Information is in order to perform their job duties in connection with the limited purposes of the relationship between the parties,
- c. copy or modify any Confidential Information without the prior written consent of the Disclosing Party.

Recipient agrees that if the Confidential Information appears to be disclosed or threatened to be disclosed in violation of this Agreement herein, the Disclosing Party shall be legally entitled to an injunction to restrain the Recipient from disclosing, in whole or in part, the Confidential Information. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

III. Return of the Confidential Information and Other Materials

Upon the written request of the Disclosing Party, the Recipient agrees to return all written materials containing the Confidential Information to the Disclosing Party. Recipient shall additionally deliver to the Disclosing Party written statements signed by the Recipient proving and certifying that all materials have been returned within _____ business days.

IV. Term and Termination

This Agreement enters into force from the date of signature by both parties and shall remain in effect until wilfully terminated by both parties. Even if the relationship between the Recipient and the Disclosing Party ends, the obligations listed in this Agreement shall continue to be valid and applicable.

V. Non Waiver

Should any Party fail to insist upon the strict compliance with regard to the performance of any of the terms and conditions hereof, such failure shall not be deemed as a relinquishment or waiver of any rights of the said party. Any waiver to be made by a Party shall only be recognized upon express written consent signed by the waiving Party.

VI. Separability

Should any part of this Agreement be held invalid by any competent court, the same shall apply only to the affected provision, and the rest of the remaining provisions hereof shall remain valid and enforceable.

VII. Agreement Modification

Any modifications or alterations made in this Agreement shall be considered as having been made only upon execution of such alteration or modification in writing and signed by the Parties hereto.

VIII. Assignment

Neither party shall assign or transfer its right and obligations under this Agreement without the prior written consent of the other.

IX. Judicial Action

Any action arising from or brought under this Agreement shall be filed with the proper courts of _____, to the exclusion of all other venues that are hereby expressly and willingly waived by the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this _____ day of _____, _____.

Client Representative

Company Representative

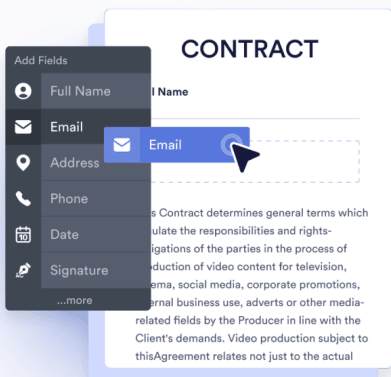


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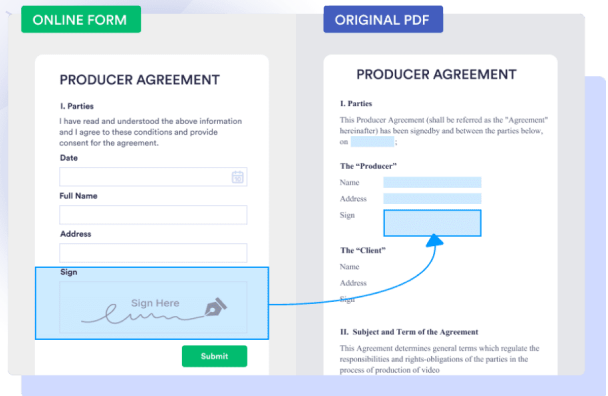
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