NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT AND CONFIDENTIALITY AGREEMENT ("Agreement") is made as of this ____ day of _____, 20____ ("Effective Date") by and between _____, having a place of business at _____ ("Disclosing Party"), and _____("Receiving Party") for the purpose of preventing an unauthorized disclosure of Confidential Information as defined below. The parties hereby agree to enter into a confidential relationship in relation to the disclosure of certain confidential information ("Confidential Information").

I, _____ (Receiving Party), do hereby set forth the following intentions while working with Disclosing Party as detailed below.

Each party to this Agreement has requested, may request, has received or may be receiving from the other party information of a confidential and non-public nature for use by each party and its officers, directors, agents employees and representatives, including financial and legal advisers (collectively, "Representatives") in connection with (the "Project"). The parties desire to protect the confidentiality of such information in accordance with the terms of this Agreement. In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

Confidential Information Defined. The parties acknowledge that, in the course of their consideration of and any concurrent or subsequent discussions between them and their respective Representatives relating to the Project, each party may request or receive certain non-public and confidential information from or about the other party or its affiliates, including but not limited to technical information, financial information, methods of doing business, business plans and models, pricing and cost information, contract terms and conditions, marketing methods and strategies, names of suppliers, customers, creditors or partners, proposed transactions, market projections, names and compensation of employees and consultants, software programs, and other confidential and proprietary information relating to the Project. Technical, financial or other business information supplied by either party to the other or the other's Representatives that is expressly designated "Confidential" is hereinafter called the "Confidential Information." Confidential Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduce to writing with thirty (30) days. The term "Confidential Information" as used herein also includes (i) the fact that the Information has been made available to or is being inspected or evaluated by the receiving party, (ii) the fact that such discussions or negotiations are taking place concerning the Project or other related transactions between the parties, and (iii) any of the terms, conditions or to other facts with respect to the Project or other related transactions, including the status thereof. Any Confidential Information supplied by either party to the other prior to the execution of the Agreement shall be considered in the same manner and be subject to the same treatment as the Information made available after the execution of the Agreement.

Exclusions from Definition. The term "Confidential Information" as used herein does not include any data or information that (a) is already known to the receiving party at the time it is disclosed to the receiving party, or (b) before being divulged by the receiving party (i) has become generally known to the public through no wrongful act of the receiving party on a non-confidential basis or has been rightfully

received by the 2 receiving party from a third party without, insofar as it is known to the receiving party, restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the other party hereto; (iii) has been approved for release by a written authorization by the other party hereto; (iv) has been disclosed pursuant to a requirement of a governmental agency or regulatory authority or of law without similar restrictions or to the protection against public disclosure, or is required to be disclosed by operation of law or regulatory authority: (v) is independently developed by the receiving party without use, directly or indirectly, of the Confidential Information received from the other party hereto: or (vi) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information.

Nondisclosure Obligation. Each party receiving any Confidential Information shall keep such Confidential Information, including any portion of the Confidential Information which has been incorporated into analyses, compilations, studies, reports or other documents prepared by the receiving party or its Representatives, confidential and shall not disclose such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information in connection with the receiving party's evaluation of the Project (it being agreed and understood that such Representatives shall be informed by the receiving party of the confidential nature of the Confidential Information and shall be required by the receiving party to agree to treat the Information confidentially), except with the prior written consent of the other party hereto or as otherwise permitted hereunder. The Confidential Information shall be used by the receiving party solely in connection with its evaluation of the Project, and shall not be used for the receiving party's own benefit or for any other purpose.

Standard of Protection. For the purpose of complying with the obligations set forth herein, the party receiving any Confidential Information shall use efforts commensurate with those that such party employs for the protection of corresponding sensitive information of its own, and such receiving party shall not be liable for any inadvertent disclosure of Confidential Information provided that (a) it has used substantially the same degree of care to avoid disclosing such Confidential Information as it uses for its own information of like importance, and (b) upon discovery of any inadvertent disclosure it shall use reasonable efforts to prevent further disclosure of such Confidential Information.

Compliance with Legal Process. If the party receiving any Confidential Information is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or, in the opinion of counsel for such party, by federal or state securities or other statues, regulations or laws) to disclose any Information, such party shall promptly notify the other party of such request or requirement prior to disclosure so that the other party may seek an appropriate protective order and /or waive compliance with the terms of this Agreement.

Return of Confidential Information. All Confidential Information (including tangible copies and computerized, electronic or other versions thereof) shall remain the property of the furnishing party. Within thirty (30) days following the receipt of a written request referencing this Agreement from either party furnishing Confidential Information hereunder, the receiving party shall (a) return to the furnishing party all materials (including tangible copies and computerized, electronic or other versions thereof) containing or embodying the Information received from the furnishing party, or (b) destroy all copies of the Information in the possession of the receiving party or its representatives, with a written certification that all such materials in the receiving party's possession have been destroyed. Provided that any such

return or destruction of Confidential Information pursuant to this paragraph shall not require the receiving party to destroy or permanently delete any archival backup copies of electronic files which may be generated in the normal course of the receiving party's records retention/management process. The receiving party and its representatives nevertheless shall continue to be bound by their obligations of confidentiality and other obligations of confidentiality and other obligations hereunder.

No Representations. The parties each acknowledge that neither party is making any representations or warranties regarding any of the Confidential Information supplied by a party or the accuracy or completeness of such Confidential Information, and neither party shall have any liability to the other party from the use of Confidential Information supplied under this Agreement.

Remedies for Breach. Each party acknowledges that a breach or threatened breach of this Agreement would result in irreparable injury to the non-breaching party for which money damages would not be a sufficient remedy and agrees that the other party shall be entitled to seek immediate injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

No Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Termination. Either party may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other specifically referencing this Agreement; however, the obligations of each party to maintain the confidentiality of the Confidential Information it has received under this Agreement shall continue for a period of one (1) year after such termination.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

Attorneys' Fees. The prevailing party in any litigation or other proceeding brought to enforce or interpret the terms of this Agreement shall be entitled to its court costs and reasonable attorneys' and paralegal fees and expenses. 13. Severability. If any one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in effect and shall not be affected by such invalidity, illegality or unenforceability.

Miscellaneous. This Agreement: (a) may not be amended or modified except by a writing signed by all parties; (b) inures to the benefit of and is binding upon each party and its successors and permitted assigns; (c) may not be assigned or the obligations of the parties delegated without written consent of the other party; (d) constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior agreement or understanding; and (e) may be executed in counterparts.

Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Amendment. This Agreement may not be modified, supplemented or amended orally, but only by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

Agreed To:	"Disclosing Party"	Agreed To:	"Receiving Party"
	_____		_____
	_____		_____
	_____		_____
_____		_____	
Authorized Signature		Authorized Signature	