

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