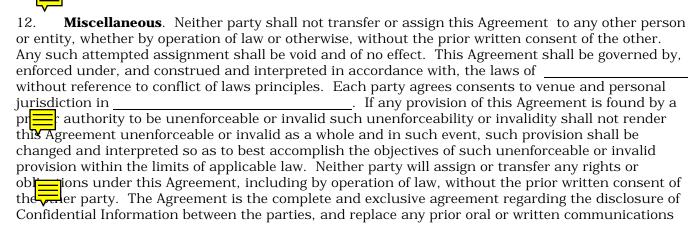
MUTUAL NON-DISCLOSURE AGREEMENT

	disclosure of information by and between _ as of	
Date").	us or	(the Enective
	Information. As used herein, "Confident technical information related to	
and patent applications, (b) trade se ideas, techniques, sketches, draw processes, apparatuses, equipment, formulae related to the current, fut and including, without limitation, we development, design detapperement requirements, purch business and contractual relations	ither party to the other, including but not learner, and (c) copyrighted information (d) prowings, works of authorship, models, in algorithms, software programs, software software, and proposed products and services of their respective information concerning realls and specifications, engineering, finasing, manufacturing, customer lists, in ships, business forecasts, sales and mercing party provides regarding third parties.	oprietary information- eventions, know-how, ource documents, and of each of the parties, esearch, experimental nancial information, investors, employees,
tangible material (including without tapes, prototypes and samples), it s	ial Information . If the Confidential Information, software, hardware, drawings, shall be labeled as "Confidential" or bear a ed orally or visually, it shall be identified a	graphs, charts, disks, similar legend. If the
with respect to any portion of the party to whom Confidential Informa in the public domain at the time is entered the public domain subseque parthrough no fault of the Recipior of confidence at the time it was communicated to the Recipient free communicated to the Recipient by the Recipient independently of and with by the other party; (f) it was communicated to confidence; (g) the other governmental body, was other either party under this Agreements	Information. Each party's obligations of other party's Confidential Information shall tion was disclosed (the "Recipient") can do to the was communicated to the Recipient by the ent to the time it was communicated to the ent; (c) it was in the Recipient's possession municated to the Recipient by the other part of any obligation of confidence subsequence to the party; (e) it was developed by emplorute reference to any information communicated by the other party to an unaffiliate communication was in response to a valid training of the was not legended as Confidentially or visually, it was not identified as Confidentially or visually, it was not identified as Confidential to the party is a communication.	Il terminate when the cument that: (a) it was the other party; (b) it Recipient by the other free of any obligation ty; (d) it was rightfully ent to the time it was covees or agents of the cated to the Recipient ted third party free of id order by a court or establish the rights of the lal Information of the
notwithstanding any termination or not disclose to any third party Confi	Information. Each party agrees that expiration of this Agreement it will hold in idential Information of the other, except as a and will use the Confidential Information	strict confidence and approved in writing by
party shall only permit access to Co or authorized representatives having	with the other party to the nfidential Information of the other party to g a need to know and who have signed conficiality obligations at least as restrictive as the	those of its employees identiality agreements
	ipient may enhance its knowledge and ex mories of its directors, employees/contracto	

result of viewing Discloser's Confidential Information. So long as Recipient complies with Section 4 of this Agreement, Recipient may develop, disclose, market, transfer and/or use such knowledge, experience and intellectual property that may be generally similar to Discloser's Confidential Information, and Discloser shall not have any rights in such knowledge, experience or intellectual property nor any rights to compensation related to the Recipient use of such knowledge, experience or intellectual property, nor any rights in Recipient's business endeavors.

- 6. **Term and Termination.** This Agreement shall terminate two (2) year(s) after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of five (5) years. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
- 7. **Warranties.** Each party represents and warrants to the other party that (i) it has the requisite corporate authority to enter into and perform this Agreement, (ii) this Agreement constitutes its legally binding obligation, enforceable in accordance with its terms, and (iii) its execution and permance under this Agreement, including its disclosure of Confidential Information to the Revent, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.
- 8. **No Export.** Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other gomental approval without first obtaining such license or approval.
- 9. **No Reverse Engineering.** Each of the parties agrees that the software programs of the other party contain valuable confidential information and each party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other party without the prior written consent of the other party.
- No Grant of Rights. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any product or other item using, incorporating or derived from any Confidential Information of the other party.
- 11. **Equitable Remedies**. Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Discloser for which Discloser is entitled to seek injunctive or other equitable relief as well as monetary damages.



between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.		
By:	By:	
Date:	Date:	
Address:	Address:	