This Mutual Nondisclosure Agreement (the "Agreement") is entered into effective as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose Confidential Information. The purpose of this Agreement is to prevent the unauthorized disclosure or use of Confidential Information.

 For purposes of this Agreement, "Confidential Information" shall mean any information regarding the Disclosing Party (and its business or products), which is disclosed to the Receiving Party in connection with any potential or established business relationship or agreement between the Disclosing Party and the Receiving Party, which has actual or potential economic value to the Disclosing Party and which is not generally known to the public at the time it is disclosed to the Receiving Party. Such Confidential Information shall be in writing and marked confidential, or if communicated verbally shall be reduced to writing by the Disclosing Party and marked confidential and sent to the Receiving Party within thirty (30) days of the verbal communication, and may include, but shall not be limited to, trade secrets, know-how, negative know-how, formulas, patterns, compilations, programs, devices, methods, techniques, processes, inventions, source codes, diagrams, marketing and pricing information, business strategies, and information regarding customers and suppliers.

 In consideration of the Disclosing Party's disclosure of Confidential Information to and other relationships with the Receiving Party, the Receiving Party hereby agrees as follows:

 1.The Receiving Party shall hold and maintain all Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party.

 2.The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information. In addition, the Receiving Party shall not, without the prior written approval of the Disclosing Party, reverse engineer, decompose, or otherwise analyze the contents or components of products or materials it receives from the Disclosing Party to acquire information that would be Confidential Information if then disclosed directly by the Disclosing Party.

 3.The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors and employees who clearly need such access in order to participate on behalf of the Receiving Party in the analysis, negotiation or carrying out of a business relationship or agreement with the Disclosing Party. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to the foregoing sentence that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

 4.The Confidential Information will not be used in any way against the interests of the Disclosing Party's interests, including, to file any patent application relating to the Confidential Information except in the name of or assigned to the Disclosing Party, to provide any reexamination or any interference with any patent application which has been filed or will be filed by the Disclosing Party relating to the Confidential Information, and will not be used to amend any claim in any pending patent application to expand the claim to read on, cover, or dominate any invention (whether or not patentable) disclosed in the Confidential Information.

 5.The Receiving Party shall take all necessary action to protect the confidentiality of the Confidential Information, except for its disclosure pursuant to Paragraph 3 above, and hereby agrees to indemnify the Disclosing Party against any and all losses, damages, claims, expenses or liabilities incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

 6.The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain. The Receiving Party therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

 7.Disclosing Party and Receiving Party agree that the obligations of confidentiality and nonuse imposed hereunder in Paragraphs 1 and 2 of this Agreement shall apply only to Proprietary Information for a period of five (5) years following the disclosure date thereof. It is further agreed that the obligations of confidentiality and nonuse imposed in Paragraphs 1 and 2 of this Agreement will not apply to information to the extent of:

 (a)information which is now or becomes (through no improper action or inaction by Receiving Party part of the public domain;

 (b)information already known to Receiving Party at the time of disclosure;

 (c)information that was rightfully disclosed to Receiving Party by a third party without restriction;

 (d)information which can be shown by clear and convincing written evidence to have been independently developed by Receiving Party without use of any Propriety Information or by employees of Receiving Party who have had no access to such information; or

 (e)information that the Receiving Party is required by law or court order to disclose, provided Receiving Party so notifies Disclosing Party in writing as soon as practicable, uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed Disclosing Party to participate in the proceeding.

 PROVIDED, however, that nothing in this paragraph shall be construed as granting, in any way, any type of assignment or license under any patent, trademark, trade secret, or copyright of Disclosing Party or any other entity.

 8.The Receiving Party shall return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information immediately on the written request of the Disclosing Party.

 9.This Agreement and the Receiving Party's obligations hereunder shall be binding on the representatives, assigns and successors of the Receiving Party and shall inure to the benefit of the Disclosing Party's assigns and successors.

 10.This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ excluding its conflict of laws rules.

 11.If any action at law or in equity is brought to final and binding commercial arbitration to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.

 12.This Agreement constitutes the sole understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the agreement.

 13.This Agreement may be executed in one or more counterparts, each of which shall be a valid original agreement.

 14.If any provision of this Agreement or its application to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and its other application to any person or circumstance shall not be affected and shall be enforceable to the full extent permitted by law.

 15.No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision or other application of the same provision, whether or not similar, nor will any waiver constitute a continuing waiver.

DISCLOSING PARTY:

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECEIVING PARTY:

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_