This Agreement is made on \_\_\_\_\_\_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties hereby agree as follows:

 The parties wish to exchange certain confidential and proprietary information for the limited purpose of allowing the parties to evaluate their interest in entering a mutual business venture relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the following terms and conditions:

 1.Definitions -- For the purpose of this Agreement, "Confidential Information" shall mean the information belonging to one party (the "Disclosing Party") which is provided to the other party (the "Receiving Party") which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure. Oral and visual disclosures of Confidential Information shall be noted as such at the time of disclosure and shall, within one month after disclosure, be summarized in a writing provided to the Receiving Party, and shall be treated by the Receiving Party as Confidential Information.

 2.Protection and Purpose -- All "Confidential Information" of a Disclosing Party shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any "Confidential Information" of the Disclosing Party for the benefit of the Receiving Party, for the benefit of any third party, or for any purpose except the limited evaluation purposes set forth above.

 3.Restrictions -- The restrictions herein provided shall not apply with respect to "Confidential Information" which:

 (a)The Receiving Party can demonstrate it knew at the time of receipt from the Disclosing Party; or

 (b)Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or

 (c)Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or

 (d)Is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or

 (e)Is independently developed by the Receiving Party without reliance on, use of, or strategic guidance derived from, the Disclosing Party's Confidential Information; or

 (f)Is disclosed pursuant to judicial action or government regulations, provided the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure.

 4.Rights and Licenses -- This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to either party or any relationship between the parties.

 5.Ownership -- All tangible information relating to Confidential Information of a Disclosing Party, including without limitation drawings, specifications and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, each party shall promptly return to the other party all tangible information, and all copies thereof, related to "Confidential Information" belonging to the other party.

 6.Export -- Neither party shall export any Confidential Information of the other party without written permission from that other party. If a party is permitted to export Confidential Information of the other party, the exporting party shall comply with the U.S. Export Administration Laws and Regulations (EAR) and shall not export or reexport any technical data or products received from the disclosing party or the direct product of such technical data to any proscribed country listed in the EAR unless properly authorized by the U.S. government.

 7.Termination -- This Agreement is to be construed in accordance with the laws of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the United States of America and shall terminate five (5) years from the effective date of this Agreement.

First Party Name

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

(Authorized Signature and Date)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Second Party Name

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

(Authorized Signature and Date)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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