



NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

[_____], referred to as COMPANY, and the undersigned, referred to as RECIPIENT, agree:

The parties intend to engage in substantive negotiations and discussions regarding certain new and useful business opportunities, trade secrets, economic studies, inventions and scientific information;

The rights related to such information, generally regarding any and all information about the business model, organization, systems, marketing and sales strategies, or any other proprietary information, shall be as follows:

The COMPANY claims sole rights to the information, and the COMPANY is willing to disclose the same, in consideration of the following covenants and agreements made by RECIPIENT:

RECIPIENT shall hold in confidence all of such information, and shall not directly or indirectly disclose to others such information. RECIPIENT shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that the RECIPIENT uses for its most crucial proprietary and trade secret information.

Further, RECIPIENT agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is pursuant to an agreement with the COMPANY.

Additionally, any improvements made as a result of the disclosure by RECIPIENT shall be disclosed to the COMPANY, and, the COMPANY further agrees to assign such improvements to the COMPANY and to execute any and all further documents as may be requested by the COMPANY to perfect the rights of the COMPANY to such information.

The obligation of confidentiality shall not apply to any information which was already known to RECIPIENT at the time of disclosure; was already published at the time of disclosure, or, that was disclosed by a third party prior to the disclosure by the COMPANY, provided that the third party had authority to make such disclosure. RECIPIENT shall notify the COMPANY, in writing, and at the earliest time possible, the information disclosed by RECIPIENT which RECIPIENT claims falls under the provisions of this paragraph related to earlier knowledge, publication, or prior disclosure.

The obligations of confidentiality will cease at such time when, the information

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becomes generally known through no fault of RECIPIENT, or upon voluntary disclosure of such information by the COMPANY to the public.

Upon request RECIPIENT shall return all tangible documents or documents disclosed by the COMPANY which are subject to this agreement. Further, RECIPIENT upon such return shall destroy any and all copies of the same and will, upon request of the COMPANY execute an affidavit of compliance in a form acceptable to The COMPANY verifying the destruction and full compliance with this agreement.

Dated: _____

(Employer Signature)

[INSERT NAME OF COMPANY]

Dated: _____

(Employee Signature)

The Undersigned _____
(Employee Print Name)