

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of _____ by and between _____ and _____ (referred to as the "Parties").

The Parties contemplate disclosing certain information to each other for the purpose of creating a potential business relationship; and

The Parties agree that information disclosed by each party may include certain business and/or technical information, including business plans, which is deemed confidential, secret and/or proprietary;

In consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. Definitions:

"Confidential Information" shall mean all information that (a) is marked as "Confidential" and/or "Proprietary," and (b) in the case of oral information, Discloser states at the time of delivery that such information is confidential and/or proprietary and confirms in writing that such information is confidential within ten (10) days of disclosure. In the event that notice of confidentiality is omitted, any information which clearly by its nature is confidential or proprietary shall be protected as Confidential Information.

"Discloser" shall mean the party providing or disclosing Confidential Information.

"Recipient" shall mean the party receiving Confidential Information.

2. Until such time as the Confidential Information is no longer confidential, all Confidential Information shall be maintained in absolute confidence by Recipient, shall not be disclosed to any third party, and shall be protected with the same degree of care as Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less than reasonable degree of care.

3. Each party agrees that it shall disclose the Confidential Information only to those of its directors, officers, employees, and agents who need to know such information and only to the extent necessary for the purpose of this Agreement, and represents and warrants that all such directors, officers, employees and agents will have agreed, at the time of such disclosure to be bound by terms and conditions substantially similar to those of this Agreement.

4. All Confidential Information, unless otherwise specified in writing, shall remain the property of Discloser, shall be used by the Recipient only for the purpose permitted in writing by Discloser and not for any purpose that may be harmful to or competitive with Discloser. Such Confidential Information, including all copies thereof and all documents, reports, working papers or other items that incorporate any such Confidential Information, shall be returned to Discloser or destroyed upon the earlier of Discloser's request or the termination of this Agreement, and an officer of Recipient shall certify in writing that it has so complied. One copy of the Confidential Information may be retained for record-keeping purposes only.
5. The restrictions of this Agreement shall not apply with respect to Confidential Information that:
 - A. Is known by Recipient at the time of receipt from Discloser as evidenced by Recipient's records;
 - B. Is or becomes a part of the public domain through no fault of Recipient or its representatives;
 - C. Is lawfully obtained by Recipient from a third party with no restriction on further disclosure, and without breach of this Agreement;
 - D. Is independently developed by Recipient; or
 - E. Recipient is legally compelled to disclose any of the Confidential Information, provided that Recipient provides Discloser with prompt notice thereof so that Discloser may seek a protective or other appropriate remedy. Recipient agrees that it will furnish only the portion of the Confidential Information which is legally required by order of a judicial authority, and it will exercise its best effort to obtain a protective order or other reasonable assurance that the confidentiality of the Confidential Information will be maintained.
6. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring, either expressly or impliedly, any rights, licenses or relationships by the furnishing of Confidential Information pursuant to this Agreement.
7. Each party expressly agrees that monetary damages would be difficult to ascertain and/or inadequate to compensate the other in the event of breach of this Agreement, that any such breach or threatened breach of this Agreement will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, at law or in equity, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach without the necessity of proving actual damages. Recipient further agrees to indemnify and hold Discloser harmless from any and all direct foreseeable losses which may result from breach of this Agreement.

8. This Agreement shall become effective as of the date first written above and shall terminate three (3) years thereafter. However, expiration of the term of this Agreement shall not relieve Recipient of any obligations set forth in Paragraphs 2 and 4 of this Agreement with respect to Confidential Information, and all such obligations shall continue until expiration of the period set forth in such Paragraph 2.
9. This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.
10. This Agreement shall be governed by the laws and the laws of Nevada, United States of America applicable therein, without regard to conflict of laws principles thereof.

IN WITNESS WHEREOF this Agreement has been executed as of the date first written above.

Date

Date