

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement, hereinafter called "Agreement", is by and between _____, hereinafter called "Recipient", and the _____, hereinafter called "Company", subject to the terms and conditions contained herein.

This Agreement is obtained to permit the protection of certain information deemed confidential and vital to the success of Company. Recipient understands that this information is sensitive and confidential and that disclosure thereof to others could be damaging and detrimental to Company.

The original work being conducted by Company, including, but not limited to, the development methodology, programs and the business operations of Company remain the confidential, proprietary property of Company and will not be revealed to any third party, except as may be required by law.

It is recognized that certain information, methodology, programs, operations and procedures are unique and specific to Company and critical to the growth and success of Company. Recipient recognizes the sensitivity, proprietary and confidential nature of this information, methodology, programs, operations and procedures. Recipient agrees that this material will be held in strictest confidence and shall not at any time, or in any manner, be utilized by others to the detriment of Company.

Agreed this _____ day of _____, 200_.

Recipient:

Company