

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, _____.

BETWEEN:

DISCLOSING PARTY, a corporation
having an office at _____
("DISCLOSING PARTY")

OF THE FIRST PART

- and -

RECIPIENT, a corporation
having an office at _____
("Recipient")

OF THE SECOND PART

WHEREAS:

- A. The Parties intend to participate in negotiating for the manufacture and distribution of DISCLOSING PARTY designs, engineering and technology which DISCLOSING PARTY has developed (such designs, engineering and technology being referred to hereafter as "Confidential Information");
- B. In the process of such negotiations DISCLOSING PARTY has already disclosed or will disclose to Recipient various parameters and other information about and concerning the Confidential Information; and
- C. Recipient desires to protect DISCLOSING PARTY's investment and property in and ownership of the Confidential Information.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient agrees as follows:

- 1. So long as this Agreement is in effect, it shall not, without notice to DISCLOSING PARTY, communicate or deal with, contract or negotiate with or consummate any of the aforementioned transactions, or any other further private financing transactions with any Contact which has been introduced or brought to its attention by DISCLOSING PARTY during the course of, or as a result of the negotiations or transactions contemplated hereby unless Recipient agrees to compensate DISCLOSING PARTY in accordance with any agreement that may then be in place between the Parties or, to the extent that no such agreement is in place, in accordance with reasonable compensation negotiated by the Parties in good faith.
- 2. This Agreement shall apply to any and all technology, designs and information provided by DISCLOSING PARTY to Recipient, whether in writing, electronically, verbally, or otherwise.