

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

CORPORATION

a corporation incorporated under the laws of the State of _____ (the
"Corporation")

- and -

RECIPIENT

a corporation incorporated under the laws of the State of _____ (the
"Recipient")

WHEREAS:

(set out the relationship between the parties)

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agree as follows:

1. In furtherance of the relationship between the Corporation and the Recipient, it is necessary and desirable that the Corporation disclose to the Recipient certain confidential information (the "Confidential Information") with respect to the Corporation's business, including but not limited to

_____.

2. The Recipient shall not disclose the Confidential Information or any portion thereof to any third party and shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to any third party by any employee, director, officer or agent of the Recipient or any other person having access to the Confidential Information through the Recipient.