

CONSULTANT AGREEMENT:
INNOVATION AND PROPRIETARY INFORMATION

In consideration of my engagement as an independent consultant by _____
(the Company), I agree to:

a. Disclose and assign to the Company, as its exclusive property, all inventions, technical or business innovations developed or conceived by me solely or jointly with others during the period of my engagement, (a) that are along the lines of the businesses, work or investigations of the Company or its affiliates to which my engagement relates or as a result of which I may receive information due to my engagement, or (b) that result from or are suggested by any work which I do for the Company, or (c) that are otherwise made through the use of Company time, facilities or materials;

b. Make and maintain for the Company adequate and current written records of all such inventions or innovations;

c. Execute all necessary papers and otherwise provide proper assistance (at the Company's expense) during and subsequent to my engagement, to enable the Company to obtain for itself or its nominees or agents, any patents, copyrights or other legal protection for such inventions or innovations in the United States and abroad; and

d. When my engagement terminates, to promptly deliver to the Company all written and other materials which are of a secret or confidential nature relating to the business of the Company or its affiliates. The terms "secret" and "confidential" are used in the ordinary sense and include materials, information and data such as drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business plans and information systems;

e. Not to use, publish or otherwise disclose (except as required by the Company), either during or subsequent to my engagement, any secret or confidential information or data of the Company or any information or data of others which the Company is obligated to maintain in confidence; and

f. Not to disclose or utilize in my work with the Company any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own which are not included within the scope of this Agreement.

7. The obligation not to disclose secret or confidential information shall remain in effect for ten (10) years after my engagement terminates or when the information becomes generally known in the industry.

This Agreement supersedes and replaces any existing agreement between the Company and me relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Company. Discharge of my responsibilities in this Agreement is an obligation of my executors, administrators, or other legal representatives or assigns.

Witness

(Signed) _____

by Consultant

(Dated) _____