

CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgment between _____ (Owner) and _____ (Recipient).

Whereas, the Owner agrees to furnish the Recipient certain confidential information relating to his or her business affairs for purposes of:

Reviewing, Analyzing and Evaluating for possible further development, funding and/or commercialization of Owner's _____

_____;

Whereas the Recipient agrees to review, examine, inspect or obtain such information only for the purpose described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement,

BE IT KNOWN, that the Owner has or shall furnish to the Recipient certain confidential information and may further allow the Recipient the right to interview the Owner, all on the following conditions:

1. The Recipient agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that the information shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party.

2. Recipient agrees not to copy or distribute documents marked and identified as CONFIDENTIAL by the Owner without the written consent of the Owner.

3. Within 6 months from the date of acceptance of this Agreement, all information, including written notes, photographs, memoranda, photocopies of the confidential material or notes taken by you, the Recipient, shall be destroyed.

4. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this Agreement.

5. It is understood that the Recipient shall have no obligation with respect to any information known by the Recipient prior to the date of this Agreement or generally known within the industry prior to the date of this Agreement, or which becomes common knowledge within the industry thereafter through means other than by default of this Agreement by Recipient, or ten (10) years after the date of this Agreement.

6. This Agreement may be modified only by a writing, signed by both parties.

Dated: _____

By _____

(Owner)

Dated: _____

(Recipient)

Signed By _____

Title _____

For _____