

CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgement between first party,
(Company) and second party, .

Whereas, the Company agrees to furnish the Undersigned access to certain confidential information relating to the affairs of the Company solely for purposes of:

Whereas, the Undersigned agrees to review, examine, inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential and secret pursuant to the terms of this agreement.

BE IT KNOWN, that the Company has or shall furnish to the Undersigned certain confidential information, described on attached list, and may further allow suppliers, customers, employees or representatives of the Company to disclose information to the Undersigned, only upon the following conditions:

1. The Undersigned agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever.
2. No copies may be made or retained of any written information supplied.
3. At the conclusion of our discussions, or upon demand by the Company, all information, including written notes, photographs, or memoranda shall be promptly returned to the Company. Undersigned shall retain no copies or written documentation relating thereto.
4. This information shall not be disclosed to any employee, consultant or third party unless said party agrees to execute and be bound by the terms of this agreement, and disclosure by Company is first approved.

