

CONFIDENTIALITY AGREEMENT

WHEREAS, Discloser agrees to furnish certain Confidential Information, which is defined as information describing and relating to Discloser's idea that is under development, to Reviewer for the purposes of determining Reviewer's interest in providing additional development, engineering, consulting, distribution, investment, critique, review or opinion intended to aid Discloser in the development of Discloser's idea;

WHEREFORE, Reviewer agrees to review, examine, inspect or obtain such Confidential Information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement:

1. In consideration of the opportunity to review information to be provided by Discloser, Reviewer agrees to maintain as confidential and proprietary the information disclosed by Discloser and to use the Confidential Information only for the contemplated purposes of this Agreement.

2. The Confidential Information shall not be used for any other purpose, or disclosed to any person not a party to this Agreement.

3. Reviewer shall not make or retain copies of any Confidential Information without the written permission of Discloser. At the conclusion of any discussions, or upon demand by Discloser, all Confidential Information including, but not limited to, written notes, photographs, sketches or memoranda, whether prepared by Discloser or Reviewer, shall be surrendered to Discloser. Notes, memoranda, sketches or other documents that contain Reviewer's work product concerning the idea may be destroyed by Reviewer, who shall certify in writing that the material has been destroyed and that he or she retains no documents containing Confidential Information.

4. Reviewer acknowledges that the disclosure to Reviewer of Confidential Information by Discloser does not create in or transfer to Reviewer any rights in Discloser's idea.

5. This is the entire agreement between these parties concerning the disclosure and confidentiality of Discloser's idea. This agreement may not be modified, waived or amended except through a subsequent written document signed by all parties.

INTENDING TO BE LEGALLY BOUND:

DISCLOSER

REVIEWER

Signature of Discloser date

Signature of Reviewer date

Printed Name of Discloser

Printed Name of Reviewer

If Reviewer is acting on behalf of a corporation or other business entity, print name of entity and Reviewer's title