

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In connection with a possible interest in, and for the limited purpose of, evaluating the business of _____ ("Inventor"), for a possible investment or financing thereof, Inventor will be furnishing _____ (the "Company") with certain written materials which include information which is either non-public, confidential, or proprietary in nature. Such information, in whole or in part, together with written analyses, compilations, studies, or other documents prepared by Company, its agents, directors, or employees (collectively, the "Representatives"), which contain or otherwise reflect or are generated from such information, and review of or interest in Inventor and his/its work product, is hereinafter referred to as the "Information". In consideration of Inventor having furnished Company with the information, Company agrees that:

1. The Information will be kept strictly confidential and shall not, without the prior written consent of the Inventor, be disclosed by Company or the Representatives, in any manner whatsoever, in whole or in part, and shall not be used by the Representatives other than in connection with the purpose of evaluating the potential investment or financing of the Information. Moreover, Company agrees to reveal the Information only to the Representatives who need to know the Information exclusively for the purpose of evaluating said investment or financing and who are informed by Company of the strictly confidential nature of the Information.
2. All copies of the Information, except for that portion of the Information which consists of analyses, compilations, studies, or other documents prepared by Company or the Representatives, will be returned to the Inventor immediately upon request without Company retaining any copies thereof. That portion of the Information which consists of analyses, compilations, studies, or other documents prepared by Company or the Representatives will be held by Company and kept strictly confidential and subject to terms of this Agreement or will be destroyed.
3. The Information which is the subject of the analysis by Company is, and at all times shall remain, the sole property of Inventor, and no provision contained herein shall be deemed to alter or modify said ownership in any manner whatsoever.

4. The term "Information" does not include information that (a) is or becomes generally available to the public other than as a result of a disclosure by Company or the Representatives, (b) is or becomes available to Company on a non-confidential basis from a source other than Inventor which is not known to be bound by a confidentiality agreement with Inventor..

5. This letter Agreement, which shall be governed as to validity, construction, and performance by the laws of the State of Florida, shall constitute the full Agreement by the parties hereto with respect to the Information submitted by Inventor to Company and shall supersede any and all prior agreements and understandings relating thereto. No modification or addition to any provision of this letter Agreement shall be binding unless in writing and signed by Inventor and Company. This Agreement shall expire two years from the date hereof.

COMPANY

Date: _____, 200_

INVENTOR

Date: _____, 200_