NONDISCLOSURE AGREEMENT
(Protecting Developer's Confidential Information)

This nondisclosure agreement ("Agreement") is entered into as of ("_____") by and between Development Company ("Devco") and ("Recipient"). Devco and Recipient are engaged in discussions in contemplation of or in furtherance of a business relationship. In order to induce Devco to disclose its confidential information during such discussions, Recipient agrees to accept such information under the restrictions set forth in this Agreement.

1. Disclosure of Confidential Information.Devco may disclose, either orally or in writing, certain information which Recipient knows or has reason to know is considered confidential by Devco relating to ("Devco Confidential Information"). Devco Confidential Information shall include, but not be limited to, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans and business plans.

2. Confidentiality.Recipient agrees to maintain in confidence Devco Confidential Information. Recipient will use Devco Confidential Information solely to evaluate the commercial potential of a business relationship with Devco. Recipient will not disclose the Devco Confidential Information to any person except its employees or consultants to whom it is necessary to disclose the Devco Confidential Information for such purposes. Recipient agrees that Devco Confidential Information will be disclosed or made available only to those of its employees or consultants who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. Recipient will take reasonable measures to maintain the confidentiality of Devco Confidential Information, but not less than the measures it uses for its confidential information of similar type. Recipient will immediately give notice to Devco of any unauthorized use or disclosure of the Devco Confidential Information. Recipient agrees to assist Devco in remedying such unauthorized use or disclosure of the Devco Confidential Information. This obligation will not apply to the extent that Recipient can demonstrate that:

(a) the Devco Confidential Information at the time of disclosure is part of the public domain;

(b) the Devco Confidential Information became part of the public domain, by publication or oth

erwise, except by breach of the provisions of this Agreement;

(c) the Devco Confidential Information can be established by written evidence to have been in the possession of Recipient at the time of disclosure;

(d) the Devco Confidential Information is received from a third party without similar restrictions and without breach of this Agreement; or

(e) the Devco Confidential Information is required to be disclosed by a government agency to further the objectives of this Agreement, or by a proper court of competent jurisdiction; provided, however, that Recipient will use its best efforts to minimize the disclosure of such information and will consult with and assist Devco in obtaining a protective order prior to such disclosure.

3. Materials.All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to Recipient by Devco and any tangible materials embodying Devco Confidential Information created by Recipient shall remain the property of Devco. Recipient shall return to Devco or destroy such materials and all copies thereof upon the termination of this Agreement or upon the written request of Devco.

4. No License.This Agreement does not grant Recipient any license to use Devco Confidential Information except as provided in Article2.

5. Term.

(a) This Agreement shall terminate ninety (90) days after the Effective Date unless terminated earlier by either party. Devco may extend the term of the Agreement by written notice to Recipient. Either party may terminate this Agreement, with or without cause, by giving notice of termination to the other party. The Agreement shall terminate immediately upon receipt of such notice.

(b) Upon termination of this Agreement, Recipient shall cease to use Devco Confidential Infor
mation and shall comply with Article3 within twenty (20) days of the date of termination. Upon the request of Devco, an officer of Recipient shall certify that Recipient has complied with its obligations in this Section.

(c) Notwithstanding the termination of this Agreement, Recipient's obligations in Article2 shall survive such termination.

6. General Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of California as applied to transactions entered into and to be performed wholly within California between California residents. Except as provided in Section 6(b), any dispute arising out of or relating to this Agreement, or the breach, termination or validity thereof, will be submitted by the parties to arbitration, to take

place in , by the American Arbitration Association under the commercial rules then in effect for that Association except as provided in this Section. All proceedings will be held in English and a transcribed record prepared in English. Depositions may be taken and discovery obtained in any such arbitration proceedings in accordance with California Code of Civil Procedure Sections 1283.05 and 1283.1, which is incorporated herein by this reference. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Notwithstanding Section 6(a), Devco shall have the right to obtain a preliminary relief on any equitable claim in any court of competent jurisdiction, where such judgment is necessary to preserve its property and/or proprietary rights under this Agreement.

(c) Any notice provided for or permitted under this Agreement will be treated as having been given when a delivered personally, (b)sent by confirmed telex or telecopy, (c)sent by commercial overnight courier with written verification of receipt, or (d)mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Section. Such notice will be treated as having been received upon the earlier of actual receipt or five (5) days after posting.

(d) Recipient agrees that the breach of the provisions of this Agreement by Recipient will cause Devco irreparable damage for which recovery of money damages would be inadequate. Devco will, therefore, be entitled to obtain timely injunctive relief to protect Devco's rights under this Agreement in addition to any and all remedies available at law.

(e) Neither party may assign its rights under this Agreement.

(f) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(g) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

(h) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

(i) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

RECIPIENT_____   DEVCO_____

DEVELOPMENT COMPANY_____

By: _____   By: _____

Typed name_____   Typed name_____

Title_____   Title_____

Address: Address:

_____   _____

_____   _____

_____   _____