

Consultant Non- Disclosure/Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is executed effective _____ between, its subsidiaries, parents, successors and assigns ("Company") and _____, his/her/its, spouse, heirs, subsidiaries, parents, successors, assigns or other legal representative ("Signator"), as consideration for the establishment and/or continuation of their employment relationship and sharing of Confidential Material. The parties agree as follows:

1. PROPRIETARY INFORMATION

Consultant acknowledges that the System, the source code, object code and all System documentation relating thereto ("Proprietary Information") are confidential and proprietary to the Company; and Consultant agrees to use reasonable care (the same being not less than that employed to protect Consultant's own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

2. NON-DISCLOSURE

Consultant shall disclose or give access to Proprietary Information only to such Consultant's employees, agents or contractors ("Consultant Personnel") having a need-to-know in connection with Consultant's engagement and for use in connection therewith. Consultant will advise Consultant Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.

3. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

4. Amendment:

This Agreement may be amended or modified only by a written agreement, duly signed by both the Company and the Signator.

5. Notices:

Any notice or communication under this Loan must be in writing and sent via In-Person Delivery only.

6. No Waiver:

Signator shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Signator of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

7. Severability:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

8. Assignment:

Company shall not assign this Agreement, in whole or in part, without the written consent of Signator. Signator may assign all or any portion of this Agreement with written notice to Company.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

10. Disputes:

Any dispute arising from this Agreement shall be resolved in the courts of the State of _____.

11. Entire Agreement:

This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

Name of Signator

Signature

Name of Company

Signature