

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of _____, 2003, by and between John Doe, an individual having a place of business at 1234 Anywhere St., Anytown, Anystate 12345, USA ("Disclosing Party") and Fumitomo Hide, an individual having a place of business at 1072 South De Anza Blvd., Suite A107-332, San Jose, California 95129, USA ("Receiving Party").

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Purpose. The Receiving Party performs consulting services for inventors to assist them with documenting their inventions and searching and analyzing prior art inventions. The Disclosing Party has an invention for which it may desire the consulting services of the Receiving Party. In connection with this opportunity, the Disclosing Party may disclose to the Receiving Party certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential.

2. "Confidential Information" means all information that is disclosed to the Receiving Party by the Disclosing Party, either in writing or orally, and identified by the Disclosing Party as confidential, trade secret or proprietary information. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within thirty (30) days after the initial disclosure. Confidential Information shall not, however, include any information which the Receiving Party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the Receiving Party by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to the Receiving Party through no action or inaction of the Receiving Party; or (iii) is in the possession of the Receiving Party, without confidentiality restrictions and without a breach of a third party's confidentiality obligations, at the time of disclosure by the Disclosing Party.

3. Non-use and Non-disclosure. The Receiving Party agrees not to use any Confidential Information for any purpose except (i) to evaluate and engage in discussions concerning a potential business relationship between the Receiving and Disclosing Parties; and (ii) perform consulting services for the Disclosing Party as instructed by the Disclosing Party. The Receiving Party agrees not to disclose any Confidential Information to third parties. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, materials, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder.

4. Maintenance of Confidentiality. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that the Receiving Party takes to protect its own most highly confidential information. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party in each instance. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party

shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

5. Disclosure of Agreement. Except as otherwise mutually agreed, the Receiving Party shall not disclose to a third party the existence or terms of this Agreement except: (i) as may be required by law; (ii) to legal counsel of the Receiving Party; and (iii) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement.

6. No Obligation. Nothing herein shall obligate the Disclosing Party or the Receiving Party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's request.

9. No License. Nothing in this Agreement is intended to grant any rights or licenses (express or implied) to the Receiving Party under any patent, copyright, trade secret, mask work right or other intellectual property or proprietary right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information except as expressly set forth herein. In the event that the Receiving Party uses the Disclosing Party's Confidential Information in violation of this Agreement and obtains a patent which claims the Confidential Information, then any such patents will be owned by and assigned to the Disclosing Party.

10. Term. This Agreement shall continue until terminated by either party by giving a thirty (30) day written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the obligations of the Receiving Party concerning confidentiality as to a particular Confidential Information shall terminate five (5) years following receipt of said Confidential Information or until such time as said Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, which ever is earlier.

11. Remedies. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

12. Receiving Party Information. The Disclosing Party does not wish to receive any confidential information from the Receiving Party, and the Disclosing Party assumes no obligation, either express or implied, with respect to any information disclosed by the Receiving Party.

13. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except in writing signed by both parties hereto. This document contains the entire agreement between the parties with respect to the subject matter hereof.

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

DISCLOSING PARTY

RECEIVING PARTY

By: _____

By: _____

Name: John Panico_____

Name: Fumitomo Hide, Ph.D._____

Title: Self_____

Title: Consultant_____