

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered by and between
Venkata Guruprasad ("Prasad"), an individual residing at
Apt. B6, 35 Oak Street, Brewster, New York 10509, USA
("Disclosor"),
and

() an individual residing at
() a corporation having a business address at

("Recipient").

W I T N E S S E T H

WHEREAS, Disclosor and Recipient are interested in discussing a possible business arrangement related to certain technological developments and products of Disclosor including, without limitation,

(hereinafter, the "Discussion");

WHEREAS, in connection with the Discussion, it will be necessary for Disclosor to disclose substantial proprietary business, marketing, technical and/or trade secret information to Recipient in confidence;

WHEREAS, certain portions of the technical, marketing and business information which are to be disclosed may be of a confidential and/or proprietary character and include trade secrets of the Disclosor (hereinafter "Confidential Information"), it is necessary to restrict the Recipient's use of the Confidential Information.

NOW THEREFORE, in consideration of the disclosure of Confidential Information hereunder, the parties to this Agreement agree that the use and disclosure of the Confidential Information shall be governed by the following terms and conditions:

1. This Agreement shall come into force on the date both parties have executed this Agreement. All disclosures contemplated hereunder shall be completed within six (6) months from the date of the last party to execute this Agreement. This Agreement shall remain in effect for a period of five (5) years from the date of the last disclosure hereunder.
2. As used herein, the term "Confidential Information" shall be deemed to include any technical,

marketing, business and trade secret information disclosed by the Disclosor, but excludes such information which:

- (a) is presently in Recipient's possession, provided that: (i) such information has not been obtained from the Disclosor; (ii) that such possession can be demonstrated by the Recipient's written records and (iii) that Recipient so informs Disclosor in writing within 30 days from receipt of such Confidential Information;
 - (b) is, or becomes, generally available to the public through, for example, such sources as patents or other generally circulated publications, and such availability to the public does not result from any fault of the Recipient;
 - (c) is received by the Recipient in written form from a third party having no obligation to the Disclosor to keep it confidential; or
 - (d) is independently developed by the Recipient provided that such development can be demonstrated by the Recipient's written records.
3. Where practical, Confidential Information shall be disclosed in Documentary or tangible form marked "Confidential". Where disclosures are made orally or by visual inspection, the Disclosor shall confirm in writing the fact and general nature of each disclosure within a reasonable time after each such disclosure is made.
 4. The Recipient agrees that the sole purpose for the Disclosor disclosing its Confidential Information to the Recipient is to enable Recipient to evaluate the Confidential Information for purposes of the Discussion. The Recipient will take all reasonable steps necessary to hold in strictest confidence all Confidential Information and to use such Confidential Information solely for this purpose. Any use by the Recipient of such Confidential Information for any other purpose shall be considered unauthorized.
 5. The Recipient will disclose Confidential Information only to its employees, agents and representatives with a need to know such Confidential Information who are bound in writing to keep it confidential and only to the extent necessary for the Discussion to be conducted.
 6. Recipient agrees that it will not use the Confidential, nor disclose the Confidential Information to others through any act or omission by Recipient, except with the prior written consent of Disclosor.
 7. All Confidential Information disclosed by Disclosor to Recipient shall remain the property of Disclosor. The Recipient will return to the Disclosor, upon request, any documents or other tangible materials disclosed by the Disclosor or generated by the Recipient pertaining to the Discussion.

8. Neither this Agreement nor the disclosure of any information by the Disclosor shall be deemed to constitute by implication or otherwise, a vesting of any title or interest or a grant of any license, immunity or other right to the Recipient with regard to the Confidential Information.
9. Nothing in this Agreement shall be deemed to constitute a joint venture, or partnership, or any other arrangement, business, financial, or otherwise between the parties hereto.
10. This Agreement shall be governed and construed in accordance with the laws of the State of New York.
11. This Agreement may be amended, superseded or canceled, and any of the terms hereof may be waived, only by a written instrument signed by the parties hereto.
12. This Agreement sets forth the entire agreement and understanding between the parties thereto as to the subject matter hereof and supersedes all prior discussions, commitments, agreements, arrangements and understandings of any nature between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by on the dates set forth below by their duly authorized representatives:

DISCLOSER

Dated: _____

V. GURUPRASAD

RECIPIENT

Dated: _____

By: _____
Name:
Title: