

CONFIDENTIAL NON-DISCLOSURE AND NON-USE AGREEMENT



R&D CONSULTING SERVICES FOR NEW TECHNOLOGY BUSINESS VENTURES

FUTURE-SPARK is in the business of consulting on the development of various business concepts, new technologies, and other ventures. Throughout these business activities, certain Confidential, Intellectual, and/or Proprietary Information will be shared, discussed, and elaborated upon by all parties involved. It is contractually important that the confidential, intellectual, and proprietary nature of the shared Information must be maintained to the highest degree by all parties involved for the safety, benefit and welfare of all parties involved. Therefore, this Mutual Non-Disclosure, Non-Use Agreement is binding to that end for all parties signed below.

Future-Spark; Greg Bender, referred to as the Disclosing Party hereinafter, would like to disclose Confidential, Intellectual, and/or Proprietary Information to you the undersigned,

Print Name: _____, hereinafter referred to as the Recipient(s), concerning the subject:

Subject Title: _____

including the related trade secret(s), patents, and/or advanced concept(s) for the purposes of determining our shared interest in pursuing marketing, technical, or business development, or otherwise using this Confidential, Intellectual, and/or Proprietary Information for mutual business opportunities.

Neither party has any obligation to form a business relationship, or purchase any service, or item from the other party; unless mutually agreed upon during the negotiation of future contracts.

Your signature(s) below binds our mutual agreement and promise to hold our shared information and all follow-up information in complete confidence whether it be written, oral, phone, machine readable, transferred by modem or server, fax format, graphic, pictorial, photographic, from the www/Internet, html/htm/shtml/xml format, computer file, spreadsheet, schematic, CAD file, schematic, mock-up or hardware prototypes; and not to disclose it, or any portion thereof, to others for any reason or purpose; and not to use this information for any reason, personally, professionally, commercially; nor for the purposes of copying, working with, developing, or improving upon any of the disclosed idea(s), or any portions therein.

Further, the Recipient agrees to promptly return upon request all tangible items of disclosure, all marked and unmarked proprietary materials, including all the items described above as well other written descriptions, schematics, spreadsheets, diagrams, 'cocktail napkins', drawings, specifications, samples,

CONFIDENTIAL NON-DISCLOSURE AND NON-USE AGREEMENT

prototypes, models, diskettes, photo's, tapes, pictures, and all copies thereof to the original Disclosing Party upon written request.

Neither party shall reverse engineer, disassemble, recompile, otherwise reconstruct any prototypes, software, and other tangible tools, equipment, plans, or parts related to the Confidential, Intellectual, and/or Proprietary Information disclosed by the either party during and after evaluating mutual business relations.

All subsequent ideas, improvements, or inventions relating to or conceived of as a result of the review of this Confidential, Intellectual, and/or Proprietary Information shall be assigned to and remain the property of the Disclosing Party and their successors and assigns.

The Recipient's obligation of confidence and non-use hereafter shall survive the termination of this agreement or any subsequent contract(s) in any country. Any Public or Prior Knowledge pertaining to this Confidential, Intellectual, and/or Proprietary Information will be disclosed by the recipient, stated in writing, and signed at the time of disclosure.

Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof, nor exclusion of any other provision set forth in this document, including the entire document itself.

This Agreement may not be changed, edited, or amended after signing; nor any obligation therein waived, except by a mutually written and signed N.D.A. Addendum.

The rights, duties, and obligations of all parties and the validity, interpretation, and legal effects of this agreement shall be governed and determined by the laws of the State of California, U.S.A.

This agreement shall be binding upon and inured to the benefit of all parties, their successors, and assigns.

DISCLOSING PARTY: //Greg Bender X_____	RECIPIENT: X_____
COMPANY: Future-Spark Consulting _____	COMPANY: _____
DATE: _____	DATE: _____

PRIOR KNOWLEDGE: (add extra signed & dated pages as needed)

RECIPIENT: _____

Date: _____