



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into effective as of _____,
between Intellatech Marketing ("Intellatech"), P. O Box
353, Laguna Beach, CA 92652, on the one part, and

(collectively, "Recipients"), with offices at:

,on the other part.

1. Recipients and Intellatech intend to disclose to each other information, which may include confidential information, in connection with a business relationship (the "Relationship"). The term "Confidential Information" will mean any information or data which is disclosed by a party to the other party under or in contemplation of this Relationship and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure. Confidential Information may be either the property of the disclosing party or information provided to the disclosing party by a corporate affiliate of the disclosing party or by a third party.

2. The receiving party acknowledges the economic value to the disclosing party of all Confidential Information. For all Confidential Information, the recipient will:

(a) use the Confidential Information only for the purpose(s) of discussing, entering into and furtherance of the Relationship;

(b) restrict disclosure of the Confidential Information solely to those employees of such party with a "need to know" and not disclose it to any other person or entity without the prior written consent of the disclosing party;

(c) advise those employees who gain access to Confidential Information of their obligations regarding the Confidential Information

(d) make only the number of copies of the Confidential Information necessary to disseminate the information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies; and

(e) Safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as recipient uses to protect its own confidential and private information.

For the purposes of this Agreement only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with the Relationship.

3. The obligations of Paragraph 2 will not apply to any Confidential Information that the recipient can demonstrate:

(a) is or becomes available to the public through no breach of this Agreement.

(b) was previously known by the recipient without any obligation to hold it in confidence;

(c) is received from a third party free to disclose such information without restriction;

(d) is independently developed by the recipient without the use of Confidential Information of the disclosing party;

(e) is approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

(f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or

(g) is disclosed in response to a valid order of a court or other governmental body of the United States or any of its political subdivisions, but only to the extent of and for the purposes of such order; provided, however, that the recipient will first notify the disclosing party of the order and permit the disclosing party to seek an appropriate protective order.

4. If the disclosing party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it will so inform the receiving party. The receiving party thereupon will return the unmarked information to the disclosing party and the disclosing party will substitute properly marked information. In addition, if the disclosing party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it will so inform the receiving party. The receiving party's obligations under Paragraph 2 in connection with



information encompassed by this paragraph will commence upon notice from the disclosing party of the failure to properly mark or identify the Confidential Information.

5. Each party acknowledges its obligation to control access to and/or exportation of technical data under the applicable export laws and regulations of the United States, and each party agrees to adhere to and comply with the laws and regulations governing any technical data received under this Agreement.

6. Confidential Information, including permitted copies, will be deemed the property of the disclosing party. The recipient will, within twenty (20) days of a written request by the disclosing party, return all Confidential Information, including all copies, to the disclosing party or, if so directed by the disclosing party, destroy all such Confidential Information. The recipient will also, within ten (10) days of a written request by the disclosing party, certify in writing that it has satisfied its obligations under Paragraphs 2, 4 and 6 of this Agreement.

7. Both parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing party irreparable injury for which it would have no adequate remedy at law, and that the disclosing party will be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

8. This Agreement will be effective as of the date first written above and will continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information provided hereunder prior to termination will survive any termination of this Agreement.

9. This Agreement may not be assigned by either party without the prior written consent of the other. Any assignment in violation of this Section will be void. This Assignment will be binding upon the parties and their respective successors and assigns.

10. If any provision of this Agreement will be held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.

11. Each party warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder.

12. This Agreement represents the entire understanding between the parties regarding to the subject matter hereof and supersedes all prior communications, provisions, agreements, and understandings. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both parties. This Agreement will be governed in all respects by the laws of the State of California.

For Intellatech Marketing:

Authorized By:
Title: Owner

Craig W. Cooley

For:

Authorized By:

Title: