

NON DISCLOSURE AGREEMENT

This Agreement is between the parties identified below and effective from the signature dates for three years, unless extended by mutual agreement.

BASIS FOR CONFIDENTIAL TREATMENT: It is recognized that the information disclosed between the Bogart Group and _____ pursuant to this agreement may describe or modify an invention on which the furnishing party, whose name has been entered above, may have the right to file a patent application and the premature publication or public use may (in the sense of terms as used under Patent Laws) may impair or destroy the right to secure patent protection on such an invention. It is further recognized that such information has substantial competitive value so long as it is withheld from public dissemination, and this value will be impaired or destroyed on publication or disclosure to others. Accordingly, all information exchanged under this Agreement shall be considered to be proprietary information. During the stated period of this Agreement each receiving party will make all reasonable efforts to protect the information disclosed, or exchanged, relative to the subject matter specified below. In no event shall either party, without the prior written approval of the other party, shall (a) not, without permission, make such information or documents to any third party, or (b) disclose or identify the source of any of the information disclosed in confidence. Elements of disclosure received by the receiving party without restriction or found in the public domain will not be restricted for other uses. This shall not apply to information made public as the result of a breach of the obligation to keep such matter confidential in whole or in part, and association with non disclosed information should be controlled.

LICENSE: Receiving party does not receive a license to make, use, nor sell the product defined by the disclosed invention. Such License, if provided, will be the subject of a separate Agreement, which may note this Agreement by reference.

SUBJECT of this Agreement is describe as:

and the receiving party may provide supplemental proprietary information as a result of study of the disclosed information, described as follows:

IN CONSIDERATION of the good will exhibited between the following parties they are in Agreement to the foregoing terms.

DISCLOSING PARTY

RECEIVING PARTY

Signature

Print Name-

Date

Representing The Bogart Group

Street Address

City/State/Zip Code

Phone Number

Fax Number

This Agreement should be signed in duplicate with each party retaining an original document.

Note: This NDA is designed for unilateral and bilateral disclosures and should be read and understood by both parties. Subject matter must be defined as to what is to be held in confidence for the proscribed period. If there is an exchange of information, proprietary to each party, this form can be useful where two inventors want to exchange ideas and data. Many times information presented stimulates new ideas and an opportunity for ethical cooperation. This agreement allows memorialization of the exchange.