

NON-DISCLOSURE AGREEMENT

This AGREEMENT ("Agreement") is entered into on this _____ day of _____, 20____ ("Effective Date") by and between _____ ("_____"), a _____ corporation, with offices at _____, _____, _____ and Barr Tell USA, Inc. ("BARR TELL"), a New York corporation, with offices at 218 East Park Ave., Suite 522, Long Beach, NY 11561, to protect and safeguard the confidential and proprietary information of the parties and to safeguard and not disturb the continuing operations of the parties.

WHEREAS, to facilitate discussions regarding a potential business relationship between the parties the parties acknowledge that it may be necessary for either party to disclose (the "Disclosing Party") to the other party (the "Receiving Party") confidential and proprietary information, in written, electronic or oral form (collectively "Confidential Information"); and

WHEREAS, the parties agree, that to facilitate the exchange of Confidential Information, each party to this Agreement and its officers, principals, employees and affiliates (for him, her, itself, or for any other person, firm, corporation, or business) acknowledge and agree as follows:

1. The Disclosing Party shall at all times retain all rights, title and interest to such party's Confidential Information. No license under any intellectual property right, including but not limited to, trademark, patent or copyright, or application for same, which is now or thereafter obtained by the Receiving Party or any other party, is either granted or implied by the disclosure of Confidential Information. Neither party shall use the name, trademark, service mark, logo or any other symbol of the other party without the other party's prior and express written consent. The parties further agree that the terms and conditions of this Agreement and the existence thereof shall be considered Confidential Information under this Agreement.
2. Each party agrees to limit access to such Confidential Information to authorized employees (and not to independent contractors, representatives or outside agents) who have a substantial need to know the Confidential Information in order for the party to participate in discussions regarding a potential business relationship of mutual interest described above and not to disclose such Confidential Information in whole or in part, including any and all derivations, to any third party or authorize anyone else to disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. Confidential Information shall be used only for purposes of work, services or analysis related to a potential business relationship.
4. The Receiving Party agrees to return promptly to the Disclosing Party all Confidential Information including, but not limited to, any copies and/or derivations of such Confidential Information in written or other tangible form once use of such Confidential Information in accordance with the limited purpose permitted hereunder is complete or upon termination of this Agreement, whichever is sooner. Notwithstanding the foregoing, solely upon the Disclosing Party's request, the Receiving Party may destroy rather than return the Confidential Information, including but not limited to, any copies or derivations thereof, provided, the Receiving Party sends written confirmation signed by a duly authorized representative of the company, to the Disclosing Party certifying that all Confidential Information has in fact been destroyed.
5. The parties hereto agree that neither the disclosure of Confidential Information nor this Agreement or the provisions hereto, shall be construed as a license to make, use or sell the Confidential Information. It is understood by the parties that there is no obligation of either party to enter into any further agreement or negotiation with the other except upon such terms and conditions as may be mutually agreed upon, however, the terms and conditions in this Agreement including without limitation the use and disclosure of the Confidential Information are absolute and binding upon both parties hereto.
6. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of any intellectual property right, including but not limited to, trademarks, patents, copyright; or any right of privacy; or any rights of third persons. THE CONFIDENTIAL INFORMATION IS BEING PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTY, WHETHER EXPRESS OR IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR USE OR PURPOSE AS TO ANY CONFIDENTIAL INFORMATION PROVIDED HEREUNDER, ALL SUCH WARRANTIES HEREBY BEING EXPRESSLY EXCLUDED AND DISCLAIMED.

7. The foregoing obligations regarding disclosure of Confidential Information shall not apply, however, to any part of the Confidential Information which: (a) was already in the public domain or which becomes so through no fault of the Receiving Party; (b) was already known or lawfully disclosed to the Receiving Party prior to receipt hereof; (c) is expressly approved for release by written authorization of the Disclosing Party; or (d) is disclosed pursuant to any judicial or governmental request, requirement or order provided, however, the Receiving Party takes all reasonable steps to provide prompt and sufficient notice to the Disclosing Party so that the Disclosing Party may contest such request, requirement or order.
8. If either party commits a material default or breach of its representations or warranties under this Agreement, the other party shall be entitled to terminate this Agreement immediately and recover any reasonable costs incurred in enforcing or protecting its rights hereunder.
9. Both parties acknowledge and agree that any unauthorized use or disclosure of the Confidential Information may be a violation of the respective party's trade secrets and may constitute unfair competition. The parties agree that an impending or existing violation of these confidentiality provisions would cause irreparable injury for which there is no adequate remedy at law, and agree that either party may be entitled to obtain immediate injunctive relief prohibiting such violation in addition to any other rights and remedies available to it whether in law, in equity or both. Both parties acknowledge and agree that it will not engage in any act of unfair competition during the term of this Agreement or at any other time thereafter.
10. Neither party shall transmit, directly or indirectly, the Confidential Information or any technical data received from the other party, nor the direct product thereof, outside the United States without the Disclosing Party's prior written consent and in accordance with all export laws and regulations of the United States. The parties agree that they do not intend nor will they, directly or indirectly, export or re-export any Confidential Information to any end-user who either party knows or has reason to know will utilize it in the design, development or production of nuclear chemical or biological weapons or to any end user who has been prohibited from participating in U.S. export transactions by the U.S. Government.
11. This Agreement shall not be assignable or transferable by either party without the prior written consent of the other and this Agreement shall be binding on affiliates, subsidiaries, representatives, agents, successors and assigns of the parties.
12. Any disputes, grievance, or damages arising out of this Agreement shall be exclusively brought to the American Arbitration Association for binding arbitration and settlement, governed by and construed in accordance with the laws of the State of New Jersey and in the venue of the state of New Jersey.
13. This Agreement shall remain in force for the period of one (1) year from the Effective Date herein (the "Term"), unless superseded by a formal agreement between the parties or terminated by either party in writing at least thirty (30) days prior to the expiration of this Term. Notwithstanding the termination of this Agreement for any reason, the provisions relating to the confidentiality of information shall survive termination of this Agreement.
14. Any amendment or modification to this Agreement must be in writing and signed by an authorized signatory of both parties to be valid and enforceable.
15. This Agreement represents the entire Agreement of the parties hereto pertaining to a potential business relationship of this Agreement, and supersedes any and all prior or contemporaneous oral discussions and/or written correspondence or agreements between the parties with respect thereto.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

Barr Tell USA, Inc.

Authorized Representative's Signature

Authorized Representative's Signature

Printed Name, Title

Printed Name, Title

Date

Date