

MUTUAL CONFIDENTIALITY AGREEMENT

Parties to the Agreement

THIS AGREEMENT is made on the _____ day of _____, 20__ between
VERIFY FIRST TECHNOLOGIES, located at 1760 Commerce Way, Paso Robles, CA 93446 and
_____ located at
_____.

Whereby, the Parties will exchange Confidential Information for the purposes of evaluation and pursuit of potential business opportunities.

Confidential Information may include by way of example but without limitation: e-commerce information, internet web development, know-how, information, data, experience, expertise, designs, drawings, reports, pre-published patent applications, working models, prototypes, processes, equipment, recipes, samples, materials.

Confidential Information shall be designated as such in writing or orally.

The agreement shall not apply to any information which:

- A) At the date of this Agreement is in the public domain or which subsequently enters the public domain through no fault of either Party and not in breach of this Agreement.
- B) The Parties agree in writing to release from the terms of the Confidentiality Agreement.
- C) That, as of the date of this Agreement, can be demonstrated by written record to have been previously known to the other Party.
- D) Which is required to be disclosed for legal purposes.

The agreement shall start from the latest date on which the agreement was signed and continue for a period of 5 years from that date.

During the period of the agreement the Parties agree to:

- A) Hold all Confidential Information in trust and confidence and use the Information only for the purposes mutually agreed upon.
- B) Not to disclose Confidential Information to any third party unless they agree to be bound by the same terms of this agreement, or unless expressly agreed in writing between the Parties.
- C) Not to copy or otherwise reproduce Confidential Information unless expressly agreed in writing between the Parties.
- D) To use all reasonable endeavors to keep Confidential Information secure.
- E) At the expiry of the agreement to return or destroy all Confidential Information unless otherwise agreed between the Parties.

No license, patent or any right with respect to the Confidential Information is granted to either Party, by implication or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative and to become effective as of the signed date.

VERIFY FIRST TECHNOLOGIES	_____
By: _____	By: _____
Title: _____	Title: _____
Date _____	Date _____