NON-DISCLOSURE AGREEMENT

This Agreement, effective as of the date of the last signature hereto, is between Brooks Technical Solutions, Inc., a Corporation in the State of Florida, U.S.A., having a principal place of business at _____ _____(hereinafter called "BROOKSTECH"), and _____, having a principal place of business at_____ (hereinafter referred to as "_____").

WHEREAS, BROOKSTECH has or may acquire certain information relating to design methods, procedures, components, structures, business, customers, sales, personnel, business planning, marketing, and manufacturing and desires to disclose such information to _____ for the purposes of evaluating the design of devices and _____ is willing to accept such information and as limited herein.

WHEREAS, _____ has or may acquire certain information relating to design methods, procedures, components, structures, business, customers, sales, personnel, business planning, marketing, and manufacturing and desires to disclose such information to BROOKSTECH for the purposes of evaluating the design of devices and BROOKSTECH is willing to accept such information and as limited herein.

NOW THEREFORE, the parties agree as follows:

1. "Confidential Information" is defined as any device, graphics, written information, or information in other tangible forms that is disclosed by a disclosing party to a receiving party, for the aforesaid purposes that relates to the above-identified subject area, and that is marked at the time of disclosure as being "Confidential" or "Proprietary" or with words of similar import. Information disclosed orally or visually and identified at that time as "Confidential" shall be considered "Confidential Information" if it is reduced to tangible form, marked "Confidential," and transmitted to the receiving party within thirty (30) days after the oral or visual disclosure.

2. Unless otherwise expressly authorized by the disclosing party, the receiving party agrees to retain the "Confidential Information" in confidence for a period of three (3) years from the date of receipt of the "Confidential Information" or until such time as the information no longer qualifies as "Confidential Information" under Paragraph 3. During this period the receiving party shall not disclose the received "Confidential Information" to any third party, and shall not use the received "Confidential Information" for any purpose other than the aforesaid purposes. The receiving party further agrees to use the same degree of care, but no less than a reasonable degree of care, with any "Confidential Information" as it would with its own confidential information, and to limit dissemination of the "Confidential Information" to such of its employees who have a need to know of the "Confidential Information."

3. Notwithstanding any other provisions of this Agreement, each party acknowledges that "Confidential Information" shall not include any information which:
(a) Is, or becomes, publicly known through no wrongful act on the receiving party's part; or
(b) Is, at the time of disclosure under this Agreement, already known to the receiving party without restriction on disclosure; or
(c) Is, or becomes, rightfully possessed by the receiving party without any obligation restricting disclosure and without breach of this Agreement; or
(d) Is independently developed by the receiving party without breach of this Agreement; or
(e) Is furnished to a third party by the disclosing party without a similar restriction on the third party's rights; or
(f) Is required to be disclosed by law or applicable legal process; or
(g) Is embodied and ascertainable upon inspection of commercially available products, including manuals and the like, rightfully sold to the public by either party; or
(h) Is explicitly authorized for release by written authorization of the disclosing party.

4. Either party may terminate this agreement at any time by giving written notice to the other party. Notwithstanding termination or expiration, all obligations of confidentially shall survive and continue to bind the receiving parties for the period set forth in Section 2.

5. At the instruction of disclosing party, the receiving party agrees to either return or dispose of all information received under this agreement, discontinue any use of the "Confidential Information", and provide written confirmation thereof.

6. No license, express or implied, in the information disclosed is granted to either party other than to use the information in the manner and to the extent authorized by the Agreement. Nothing herein shall be construed to create a joint venture, agency or partnership, or to authorize a party to act as agent or representative of the other party.

7. No warranty, express or implied, in the information disclosed is granted by this Agreement. **WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

8.   The existence of this Agreement and/or the nature of the business conducted between the parties shall not be disclosed at any time by any party(ies) without the prior written permission of the other party.

9.   This Agreement may not be modified or amended unless in writing and signed by duly authorized representatives of all parties.

10.   The validity, construction and performance of this Agreement and the legal relations between the parties shall be governed by and construed in accordance with the law of the State of Florida. If any provision of this Agreement, or the application of such provision, is invalid under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.

11.   This Agreement sets forth the entire understanding between the parties with respect to the subject matter herein, and merges and supersedes all prior written agreements, discussions and understandings, expressed or implied, concerning such matters.

IN WITNESS WHEREOF, the parties identified below have caused this Agreement to be executed by their duly authorized representatives who agree to be personally bound by this Agreement and represent having the authority to legally bind the identified partnership or corporation to this Agreement.

Brooks Technical Solutions, Inc.   _____

By:_____ Date: _____   By: _____ Date: _____
                                                          (_____ officer's signature)

                  Dwight Brooks   _____
                                                          (_____ officer's printed name)

Title: President   Title: _____
                                                          (_____ officer's title)

Page 2   _____ KEEPS ONE SIGNED ORIGINAL, RETURN OTHER SIGNED ORIGINAL TO
                          Brooks Technical Solutions, Inc.

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