

BILATERAL NON-DISCLOSURE AGREEMENT

Effective Date: _____

THIS NON-DISCLOSURE AND LIMITED USE AGREEMENT ("Agreement") is entered into and effective as of the date set forth above between TriCor Technologies, Inc. ("TriCor") and _____ (the "Company") and their respective affiliates unless specified to the contrary in writing by either party (collectively, the "Parties"). To protect certain confidential and/or proprietary information disclosed pursuant to this Agreement ("Confidential Information"), both Parties agree that:

1. Agreement. This Agreement shall apply to all Confidential Information disclosed by both parties for the purpose of evaluating possible business opportunities. If for another purpose, please list: _____.

2. Additional Information. In addition to this Agreement, the Parties may agree to additional matters in the form of Addenda that incorporate the terms of this Agreement.

3. Confidential Information. The Confidential Information disclosed under this Agreement is described as product and roadmap information, marketing plans, financial/pricing information, customer and vendor-related data, services, support and other business information and software, hardware, strategies, plans, techniques, drawings, designs, specifications, know-how or show-how, research and development, ideas, inventions, patent disclosures and other technical data and information that may be disclosed between the parties whether in written, oral, electronic, website-based, or other form. This Agreement also includes Confidential Information acquired during any facilities tours.

Additional Confidential Information (list, if any, and which party is disclosing):

The party receiving Confidential Information ("Recipient") shall maintain the Confidential Information in confidence and disclose the Confidential Information only to its employees who have a need to know such Confidential Information, provided that Recipient shall first have entered into a confidentiality agreement with such employees requiring them to comply with the terms of this Agreement.

4. Confidentiality Period: This Agreement and Recipient's duty to protect Confidential Information expires three (3) years from the date of receipt of Confidential Information. Upon request of the other party, or upon termination of the discussions or business relationship between the parties, each party shall, at its election, either (i) promptly deliver to the other, all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including copies thereof) that are in their possession or control (the "Documents"), or (ii) destroy the Documents, and an officer of such party shall certify to the other party that this action has been taken and completed.

5. Standard of Care: Recipient shall protect the disclosed Confidential Information with the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information.

6. Marking: Recipient's obligations shall only extend to Confidential Information that is described in Paragraph 3, or that (a) is marked as confidential at the time of disclosure, or (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure, and is designated as confidential in a written memorandum sent to Recipient's representative within thirty (30) days of disclosure, summarizing the Confidential Information sufficiently for identification, and which shall automatically become an Attachment hereto.

7. Nondisclosure: The Recipient shall not copy, disassemble, reverse engineer or decompile the Confidential Information except as authorized by the other party in writing. Any such copies will be identified as belonging to the Discloser and prominently marked "Confidential" by the Recipient. In the event the Recipient is required to disclose Confidential Information pursuant to a judicial or governmental order, such party will promptly notify the Discloser to allow intervention in response to such order. Each party will advise the other party in writing of any misappropriation or misuse of the Confidential Information of which the notifying party becomes aware.

8. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that: (a) was rightfully in Recipient's possession before receipt from Discloser; (b) is or becomes public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is independently developed by Recipient; or (e) is disclosed by Recipient with Discloser's prior written approval.

9. Warranty; Disclaimer: Each Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."**

10. Limitation of Rights: Nothing in this Agreement shall be construed as conveying any right, title or interest in or to any Confidential Information of the other party; or to convey any license to use, sell, exploit, copy or further develop any such Confidential Information, except the limited rights necessary to carry out the purpose.

11. Term. The term of this Agreement shall be for three (3) years from the Effective Date unless earlier terminated. Either party may terminate this Agreement at any time without cause upon written notice to the other; however, the confidentiality obligations of Section 4 will survive expiration or termination of this Agreement.

12. Attorneys' Fees: Governing Law. In the event of any litigation between the parties concerning this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and all costs incurred in enforcing this Agreement. The parties agree that this Agreement will be governed by Texas law, without regard to its conflict of laws provisions.

13. General Provisions: Both parties acknowledge that irreparable injury and damage will result from unauthorized use of or disclosure of the Confidential Information. Therefore, to prevent threatened unauthorized use or disclosure or to remedy a breach of this Agreement, the aggrieved party shall have all remedies available in law and/or equity including, but not limited to, injunctive relief and damages. This Agreement imposes no obligation on either party to purchase, transfer or otherwise dispose of any technology, services or products or enter into a business relationship and does not create any agency or partnership relationship. If any provision of this Agreement is declared to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. Neither party may assign or transfer this Agreement or any rights hereunder to any third party without the prior written consent of the other party. This Agreement and its Attachments embody the entire understanding between the parties pertaining to confidential and limited use of the Confidential Information. Any additions or modifications to this Agreement must be made in writing and signed by both parties.

The undersigned represent and warrant that they have the authority to enter into this Agreement.

TriCor Technologies, Inc.

COMPANY

By: _____
(Signature)

Company Name: _____

Printed Name and Title: Damian Cook, President

Address: _____

Representative (see section 6): _____

City, State, Zip Code: _____

By: _____
(Signature)

Printed Name and Title: _____

Representative (see section 6): _____