

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made this date _____,

Between _____,

a company having offices at: _____

Hereinafter called the Receiving Party

and

WinProbe Corporation.,

Having its principal offices at 11770 US Highway 1, Suite 302E, Palm Beach Gardens, Florida 33408 United States of America,

Hereinafter called WinProbe.

WHEREAS, The Receiving Party and WinProbe each desires to explore certain business possibilities and intellectual property opportunities which may include consultation, purchase and sale of goods, production or foundry of goods, technical assistance or transfer of furtherance thereof, it is understood and agreed that certain business and trade information proprietary property of WinProbe, the disclosing party, considers confidential, may be provided or disclosed to the Receiving Party.

NOW, THEREFORE, in consideration of these premises, it is agreed as follows:

ARTICLE 1. DEFINITIONS

As used herein, the following terms shall have the following respective meaning:

- (a) "Confidential Information" shall mean any information, technical data or know-how which relates to the business, services, or products of the parties or its Affiliate (as defined hereinafter), including, without limitation, any research, product, service, development, invention, process, technique, design distribution, engineering, marketing, merchandising and/or sales information which is disclosed by the parties or by any Affiliate, or on its behalf before or after the date hereof to the receiving party or its employees in writing, orally or by drawing or inspection of parts or equipment.
- (b) "Affiliate" shall mean any company or entity that directly controls or is directly or indirectly controlled by, or is under common control with one of the parties. The term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management of company or entity in question whether through the ownership or voting shares, by contract, or otherwise.

ARTICLE 2. TREATMENT IN CONFIDENCE

Except as provided in Article 4 hereof the receiving party agrees to the following:

- (a) The Receiving Party shall not use the Confidential Information for its own use or for any purpose except to evaluate whether it desires to enter into a business relationship with the WinProbe or as necessary to carry out the terms of such business relationship.
- (b) The receiving party shall not disclose the Confidential Information to any other person other than WinProbe's or its Affiliate employees having a reasonable need-to-know of the Confidential Information.
- (c) The Receiving Party shall cause all its employees or its Affiliates to whom such Confidential Information shall be treated by the Receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own information of like importance which is to be kept secret.
- (d) The Receiving Party shall take reasonable security measures and use care to preserve and protect the security of and to avoid disclosure or use of the Confidential Information.
- (e) The Receiving Party shall promptly advise the disclosing party in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.

ARTICLE 3. RETURN OF DOCUMENTS

All equipment, documentation and other information which has been furnished by WinProbe to the Receiving Party shall be promptly returned by the Receiving Party to WinProbe, accompanied by all copies and translations of such documentation and information made by the Receiving Party after the parties have explored the possibility of the above stated business relationship.

ARTICLE 4. EXCLUSION OF DOCUMENTS

Confidential Information shall not be afforded the protection of this Agreement if such information:

- (a) had, at the time of disclosure, been previously made public;
- (b) is made public after its disclosure, unless such publication is a breach of this Agreement or any other agreement between the parties hereto;
- (c) was, prior to disclosure to the Receiving Party from a third party who is lawfully in possession of such information and is free to disclose such information to the Receiving Party; and
- (d) is subsequently independently developed by the Receiving Party without reference to any information furnished pursuant to this Agreement and written documentation is available to prove that such development predated this Agreement.

ARTICLE 5. NO RIGHTS GRANTED

Nothing herein contained or the termination hereof shall be construed as granting or conferring any rights on the receiving party by license or otherwise, expressly or implied by, to the Confidential Information of the disclosing party or to any patent or copyright covering such information.

ARTICLE 6. COMPENSATION

The parties hereto shall not be obligated to compensate each other for, exchanging any information under this Agreement as well as any use thereof except as otherwise expressly provided for herein.

ARTICLE 7. TERMINATION

This Agreement shall be effective as of the date of the last signature as written below. It may be terminated with respect to further disclosures upon thirty (30) days prior notice in writing. The Agreement shall automatically terminate three (3) years from its effective date. The rights and obligations accruing prior to termination as set forth herein, shall however, survive the termination as specified in this Agreement.

ARTICLE 8. AUTHORITY

Each party warrants and represents that it possesses all necessary powers, rights and authority to lawfully make the disclosures subject to this Agreement.

ARTICLE 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the USA. The place of jurisdiction shall be the State of Florida, USA. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to its attorney's fees and court costs in addition to any other relief, which may be awarded.

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

For The Receiving Party,

For WinProbe Corporation.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____