

CONFIDENTIALITY AGREEMENT

This agreement, dated _____, is by and between STEVEN YOUNG WORLDWIDE (herein referred to as "CONSULTANT"); and _____ (herein referred to as "CLIENT".)

Whereas CLIENT possesses certain proprietary information relating to certain CLIENT products;

Whereas CONSULTANT has been retained by CLIENT to provide technical assistance; and

Whereas, CLIENT is willing to provide such information to CONSULTANT, under terms and conditions set forth herein;

Now, therefore, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. "Information" shall mean any and all information, data, or knowledge, whether technical or non-technical, as well as any sample or model, which relates to Information on certain CLIENT products and is disclosed pursuant to this agreement to CONSULTANT by CLIENT during the term of retention of CONSULTANT.
2. For a period of five (5) years from the effective date of this agreement, CONSULTANT agrees:
 - (a) not to use Information for other than the prescribed needs of CLIENT;
 - (b) to treat the Information as confidential and with the same care as its own proprietary information; and
 - (c) to take all reasonable precautions to prevent the disclosure of the Information to any third party without the consent of CLIENT in writing.
3. CONSULTANT shall be relieved of any and all obligations under Paragraph 2 of this agreement regarding Information which:
 - (a) at the time of disclosure is in the public domain;
 - (b) after disclosure becomes part of the public domain through no fault of CONSULTANT;
 - (c) was in the possession of CONSULTANT at time of the disclosure, or;
 - (d) is received from a third party who lawfully has the right to make available such Information.
4. All work for hire by CONSULTANT for CLIENT will be done exclusively for CLIENT and will become the sole property of CLIENT.
5. CONSULTANT agrees to return to CLIENT, upon request, all Information received from CLIENT, except the CONSULTANT may, at its option, retain one copy of Information in its confidential file for archival purposes.
6. This Agreement shall have as its effective date the date which appears above.

The parties have caused the Agreement to be executed below by duly authorized representatives.

Company: _____

STEVEN YOUNG WORLDWIDE

By: _____

By: _____

Title: _____

Title: _____