

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, _____, by and between _____ (DISCLOSER) and **SPECIALTY CONCEPTS INC.** (DISCLOSEE).

WHEREAS, DISCLOSER is engaged in the development, manufacture, marketing and sale of _____

(brief description of invention or product)

which involves the development and utilization of information, technology and trade secrets not generally known, and which information, technology and trade secrets may, without limitation, include information relating to research, development, inventions, manufacture, processes, formulas, engineering, product specifications, technical information, marketing, merchandising and selling (hereinafter collectively referred to herein as the "Confidential Information"); and

WHEREAS, in performing functions of design and in using the technology and processes developed by DISCLOSER, DISCLOSEE shall necessarily have access to the Confidential Information; and

WHEREAS, the use of the Confidential Information by, or its disclosure to, any person, organization or entity other than DISCLOSEE and its duly licensed and authorized employees or contractors would be highly detrimental and damaging to DISCLOSER; and

WHEREAS, DISCLOSEE desires to perform certain functions in connection with which it will or may have access to the Confidential Information belonging to DISCLOSER; and

WHEREAS, DISCLOSEE acknowledges that DISCLOSER has a proprietary interest in the Confidential Information and that the materials, technology, inventions, processes, formulas, product specifications, technical information, engineering and research are highly confidential and constitute trade secrets and DISCLOSEE accordingly recognizes and acknowledges that it is essential to DISCLOSER to protect the confidentiality of the Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

Acknowledgement of Trade secrets. DISCLOSEE hereby acknowledges that the confidential information and trade secrets defined herein as the "Confidential Information" are owned and shall continue to be owned solely by DISCLOSER

Nondisclosure of Confidential Information. DISCLOSEE hereby agrees that neither it nor any of its agents, independent contractors or other persons, organizations or entities over which it has control, will at any time during or after its relationship with DISCLOSER, directly or indirectly appropriate, use, publish, disseminate or disclose in any way, on its own behalf or on behalf of any third party, organization or entity, any of the Confidential Information for any purposes not related to the disclosed information referred to in this document, without the express, prior written consent of DISCLOSER. DISCLOSEE further agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy and confidentiality of the Confidential Information will be strictly maintained.

Documents. At any such time upon DISCLOSER'S request DISCLOSEE agrees that all documentation, plans, photographs, records, data, manuals, specifications, notes, writings, notebooks, software and similar repositories of or containing any Confidential Information, including all copies or duplicates of such material, whether prepared by DISCLOSEE or others, shall be immediately delivered to DISCLOSER. All such documents and tangible materials, and copies or duplicates thereof, including any notes, memoranda or other writings produced or generated by DISCLOSEE and any of agents, independent contractors or other persons, organizations or entities over which it has control are hereby acknowledged to be the property of DISCLOSER which is entrusted to DISCLOSEE on a limited, confidential and temporary basis.

Noncompetition. During the duration of its relationship with DISCLOSER, and for a period of 5 years after termination of its relationship with DISCLOSER, DISCLOSEE agrees that neither it nor any of its agents, independent contractors or other persons, organizations or entities over which it has control shall disclose any of the Confidential Information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has become common knowledge or unless DISCLOSEE is required to disclose it by judicial process.

Complete Understanding. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other Agreements, whether oral or in writing, between the parties with respect to the subject matter hereof. This Agreement may not be changed orally. It may only be changed by an instrument which is signed by the party against whom enforcement of any waiver, change, amendment, modification, extension, or discharge is sought.

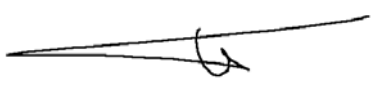
Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors, assigns, heirs, legal representatives, executors, and administrators.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on ____/____/____

DISCLOSEE

DISCLOSER


By:
(Terry Staler)
For SPECIALTY CONCEPTS INC.
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By: _____

