

SensiTap, LLC. ("STL") directly or through one of its affiliates, may reveal to _____ ("you" or "your"), subject to the terms of this agreement, its proprietary and confidential information concerning product development, marketing and sales activities and plans.

1. All such information disclosed by STL to you, whether in writing or orally ("Information"), shall remain STL property. You shall use such Information only for the purpose of developing technology for STL products ("The Project") and shall not disclose such information to any other person, firm or corporation.
2. You shall, immediately upon receipt of a request from STL, return all of the information together with all copies thereof that you have made.
3. STL shall not have any obligation of confidentiality with respect to any information disclosed by you unless STL agrees in writing that the provisions of this agreement shall apply to such information.
4. No license to a party, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by conveying of information to such party. None of the information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights, or other rights of third persons or of either party.
5. Notwithstanding any other provision hereof, you shall not be liable for disclosure of any information that
 - a. is required by judicial order directed to you
 - b. is or becomes part of the public domain through no fault of yours
 - c. has been independently developed by you without reference to any information
 - d. is or was rightfully received by you from a third party without breach of an obligation of confidentiality or
 - e. is approved by STL in writing.
6. Neither this agreement nor the disclosure or receipt of information shall constitute or imply any promise or intention to make any purchase of products or services by either party or their affiliated companies either in the present or future.
7. This agreement shall be effective as of _____, and shall terminate two years from such date (the "Term"), provided, however, that the provisions of this agreement shall remain in full force and effect with respect to any item information disclosed during the term for two years from the date of its disclosure by STL to you.

8. This agreement shall be governed by the laws of the State of New Hampshire, and excluding its choice of law provisions, represents the entire agreement between the parties with respect to the subject hereof, and may be amended only in writing executed by both parties hereto. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions of this agreement shall remain in full force and effect and the invalid or unenforceable provision shall be interpreted, and, if necessary, reformed by the parties in a manner to reflect as closely as possible the intentions of the parties when entering into this agreement and be valid and enforceable.

For _____

For SensiTap, LLC.

<u>By:</u>	<u>By:</u>
<u>Name:</u>	<u>Name:</u> Jay Prabhakar
<u>Title:</u>	<u>Title:</u> President
<u>Date:</u>	<u>Date:</u>