



PROPRIETARY INFORMATION NON-DISCLOSURE AGREEMENT

This Agreement is entered into and made effective _____ by and between Bardex Corporation having a place of business at 6300 Lindmar Drive, Goleta, CA 93117, USA ("Bardex") and _____ (hereinafter "receiving party"), having a place of business at _____. Proprietary Information is information that Bardex has not released publicly and which it considers to be confidential. This includes all designs, manufacturing, reproduction, use, patent rights and sales rights expressly reserved by Bardex.

When Bardex discloses or grants receiving party access to any technical, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, receiving party agrees, as a condition of receiving such information, that all Proprietary Information furnished by Bardex under this Agreement shall be used by the receiving party solely for the purpose of evaluating Bardex products for manufacture. All such information shall be treated by the receiving party with reasonable care to preclude disclosure except to persons in the direct control of the receiving party who are involved in the evaluation and who by inference are bound consistent with the provisions of this Agreement.

The right to use Proprietary Information shall continue until expressly terminated by Bardex, who may terminate the use of its Proprietary Information by a receiving party at any time. The obligations set forth herein regarding disclosure of Proprietary Information shall not terminate until two (2) years after the last contact between the parties, unless expressly terminated by Bardex before that time. After such time, solely copyright and patent laws shall govern the duties of the receiving party with respect to Proprietary Information that it has received.

The failure of either party to enforce any right resulting from any breach of this Agreement by the other party shall not be deemed a waiver of any right relating to any subsequent breach of this Agreement.

This Agreement comprises the entire agreement between the parties with respect to this subject matter and supersedes all prior agreements, written or verbal. All amendments to this Agreement must be made in writing and signed by both parties.

This Agreement does not create a joint venture, partnership or other form of business association between the parties. Any other agreements between the parties relating to different subject matter shall not be affected by this Agreement.

ALL PROPRIETARY INFORMATION SUPPLIED HEREUNDER IS SUPPLIED "AS IS" AND BARDEX SHALL NOT HAVE ANY LIABILITY FOR DEFECTS IN PROPRIETARY INFORMATION SUPPLIED HEREUNDER. BARDEX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE, OR PROFIT ARISING OUT OF THE USE OF PROPRIETARY INFORMATION FOR THE PURPOSES OF THIS AGREEMENT.

Bardex Corporation

(Company Name)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____