

NON-DISCLOSURE AGREEMENT

This Agreement made and effective this ____ day of _____, 2002, by and between Borealis Technical Limited, having their registered offices at Suite 3G, Eurolife Building, 1 Corral Road, Gibraltar (hereinafter referred to as "BOREALIS TECHNICAL") and

_____ of and for

_____ (hereinafter referred to as "RECIPIENT").

BOREALIS TECHNICAL is willing to disclose to RECIPIENT proprietary information and/or products pertaining to discoveries or inventions to enable RECIPIENT to evaluate BOREALIS TECHNICAL's inventions, discoveries, and its patent filings.

Any information or product, or any information developed from or as a result of such information or product, which is proprietary in nature and so designated by BOREALIS TECHNICAL, either verbally or in writing (the "Proprietary Information"), will be disclosed solely for the above stated purpose under the following conditions:

1. that RECIPIENT will not use the Proprietary Information for any purpose other than for the above stated purpose, without first having obtained the written consent of BOREALIS TECHNICAL; and
2. that RECIPIENT will not disclose the Proprietary Information to any other person or entity, wholly or partly.
3. The commitments set forth in Paragraphs 1 and 2. above shall not extend to any portion of the Proprietary Information:
 - a. which RECIPIENT can show by written record was in its possession prior to receipt from BOREALIS TECHNICAL.
 - b. which is generally available to the public or becomes so available through no fault of RECIPIENT, including the publication of a patent;
 - c. which corresponds to information furnished to RECIPIENT by any third party who is not subject to an obligation of confidentiality with respect thereto; and
 - d. after five years (5) from the date of the last communication between BOREALIS TECHNICAL and RECIPIENT.

For purposes of this Paragraph, any combination of features disclosed hereunder shall not be deemed within the above exceptions merely because individual features are in the public knowledge or literature or in RECIPIENT's possession.

4. The parties acknowledge that there may be no adequate remedy at law for a breach of this Agreement and such breach may cause irreparable harm to BOREALIS TECHNICAL. Therefore, the parties agree that BOREALIS TECHNICAL may be entitled to equitable relief in addition to any remedy at law.
5. At any time, upon BOREALIS TECHNICAL's request, RECIPIENT shall promptly redeliver to BOREALIS TECHNICAL, Proprietary Information and all materials relating to or involving Proprietary Information received from BOREALIS TECHNICAL, and RECIPIENT shall not retain any copies, extracts, or other reproductions, in whole or in part, regarding such Proprietary Information. The redelivery of such material shall not relieve RECIPIENT of its obligations of limited use and non-disclosure set forth herein.
6. Nothing in this Agreement shall be construed as granting RECIPIENT any rights of any kind in the Proprietary Information, by license or otherwise.
7. This Agreement shall constitute the whole and entire agreement between BOREALIS TECHNICAL and RECIPIENT relating to this matter and merges and supersedes all previous communications, negotiations, warranties, representations and agreements, either oral or written, with respect to obligations of confidentiality of the Proprietary Information. Notwithstanding, all previous confidentiality agreements between the parties hereto shall remain in full force and effect.
8. BOREALIS TECHNICAL may assign this Agreement without the consent of RECIPIENT. RECIPIENT may not assign this Agreement without the consent of BOREALIS TECHNICAL, where such consent is in the complete discretion of BOREALIS TECHNICAL.
9. This Agreement is to be interpreted in accordance with the laws of the State of New York, except as to Choice of Law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Such arbitration shall be conducted in London, England, and in English. This Agreement is binding upon all heirs and assigns.

Acceptance and approval of the foregoing provisions and conditions will be indicated by having RECIPIENT sign and return a copy of this Agreement to BOREALIS TECHNICAL.

ACCEPTED BY:	BOREALIS TECHNICAL LIMITED
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____