



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of the ___ day of _____, 20___, between _____, ("CISE EDUCATION FUND"), and _____, a corporation ("Company"). CISE EDUCATION FUND and Company are collectively referred to herein as the "Parties."

CISE EDUCATION FUND is in discussions with Company in connection with CISE EDUCATION FUND's reviewing Company's technology or business plans (the "Business Purpose"). In order to pursue the Business Purpose, Company and CISE EDUCATION FUND recognize that there is a need to disclose to one another certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party concerning the Business Purpose and other information which the disclosing party identifies in writing as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information").
2. Except as otherwise provided herein, each party agrees (i) to hold the other party's Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose.
3. Confidential Information will not include information which:
 - (i) is, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;
 - (ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure;
 - (iii) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure;
 - (iv) is information which was independently developed by the receiving party;

- (v) is required to be disclosed pursuant to law, provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure; or
- (vi) is disclosed with the prior written consent of the disclosing party.

4. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information and all copies thereof.

5. Each party acknowledges that the unauthorized disclosure or use of the disclosing party's Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law in equity for such a breach.

6. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law.).

7. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

8. This Agreement will remain in effect for two years from the date of this Agreement, at which time it will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

CISE EDUCATION FUND

COMPANY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____