

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This agreement is made as of the ____ day of _____ month, 2001, by and between: **G^Nxper Neural Technologies** located in Chicago, IL and referred to as **COMPANY** and _____ referred to as **RECIPIENT**, agree:

The parties intend to engage in substantive negotiations and discussions regarding certain new and useful business opportunities, trade secrets, economic studies, inventions and scientific information;

And, furthermore, the parties intend to engage in substantive negotiations and discussions regarding the exploitation of technology related to items for which patents are pending; The rights related to such information, generally regarding *artificial neural technologies*, shall be as follows: COMPANY claims sole rights to the information, and COMPANY is willing to disclose the same, in consideration of the following covenants and agreements made by RECIPIENT: RECIPIENT shall hold in confidence all of such information, and shall not directly or indirectly disclose to others such information. RECIPIENT shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that the RECIPIENT uses for its most crucial proprietary and trade secret information.

Further, RECIPIENT agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is pursuant to an agreement with COMPANY. Additionally, any improvements made as a result of the disclosure by RECIPIENT shall be disclosed to COMPANY, and, COMPANY further agrees to assign such improvements to COMPANY, and to execute any and all further documents as may be requested by COMPANY to perfect the rights of COMPANY to such information.

The obligation of confidentiality shall not apply to any information which was already known to RECIPIENT at the time of disclosure; was already published at the time of disclosure, or, that was disclosed by a third party prior to the disclosure by COMPANY, provided that the third party had authority to make such disclosure. RECIPIENT shall notify COMPANY, in writing, and at the earliest time possible, the information disclosed by RECIPIENT which RECIPIENT claims falls under the provisions of this paragraph related to earlier knowledge, publication, or prior disclosure.

The obligations of confidentiality will cease at such time when, the information becomes generally known through no fault of RECIPIENT, or upon voluntary disclosure of such information by COMPANY to the public. Upon request RECIPIENT shall return all tangible documents or documents disclosed by COMPANY which are subject to this agreement. Further, RECIPIENT upon such return shall destroy and all copies of the same and will, upon request of the COMPANY execute an affidavit of compliance in a form acceptable to the COMPANY verifying the destruction and full compliance with this agreement.

RECIPIENT agrees not to use the information therein except for evaluating its interest in entering a business relationship with COMPANY, based on the invention. RECIPIENT agrees to safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature. RECIPIENT agrees not to disclose the information to others, without the express written permission of COMPANY, except that:

- a. which RECIPIENT can demonstrate by written records was previously known;
- b. which are now, or become in the future, public knowledge other than through acts or omissions of RECIPIENT;
- c. which are lawfully obtained by RECIPIENT from sources independent of COMPANY.

RECIPIENT shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by COMPANY. The secrecy obligations of RECIPIENT with respect to the information shall continue for a period ending 3 years from the date hereof.

COMPANY will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

COMPANY:

G^Nxpert Neural Technologies
Igor Anatsko,
2224 W.Chicago Ave, Chicago IL 60622
(773 370 5522, (773) 278 1837 fax

RECIPIENT

By: _____ Date: _____

Signature: