

Dear COMPANY REPRESENTATIVE,

The following is a list of terms and conditions that must be agreed to prior to our moving forward with the exchange of proprietary information including technical information related to RFID platforms and software programming as well as other confidential information. Please review this information and sign below if these terms are acceptable to you.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In as much as Ensync Technologies (hereinafter ENSYC) and _____ (hereinafter COMPANY) wish to engage in discussions regarding a potential relationship, and in as much as it may become necessary during these discussions and/or relationship for one or both parties to disclose to the other information which is of a confidential and proprietary nature, the parties hereby agree to the following provisions regarding the disclosure of any such information:

- (1) ENSYC and COMPANY may exchange technical and other proprietary information as stated above, according to the term stated below.
- (2) Information that is deemed to be confidential and protected under the terms of this agreement shall be designated as "CONFIDENTIAL" either (1) in writing prior to or contemporaneously with the disclosure or (2) verbally prior to or contemporaneously with the disclosure and confirmed in writing within 30 days of the disclosure of the information.
- (3) Each party agrees that for a period of (5) years from each disclosure, any information which has been designated as "CONFIDENTIAL" in accordance with paragraph (2) above shall be maintained confidential and shall not be disclosed to any third parties or used by any party except for the solely experimental use by the recipient to whom the disclosure was made. Any variation from this agreement must be agreed to in writing by the disclosing party.

(4) It is understood, however, that there shall be no obligation upon the recipient to maintain confidential, or to refrain from using any information disclosed under the terms of paragraph (2) which:

- (a) is already available to the public;
- (b) becomes available to the recipient from a third party who is not under any obligation to any other party with respect to this information;
- (c) is already in the possession of the recipient at the time of disclosure as demonstrated by written record;
- (d) is subsequently independently developed by an employee or consultant of the recipient who had no previous knowledge of the disclosures made under this Agreement; or
- (e) becomes available to the public independent of any connection with or actions taken by, the recipient.

(5) ENSYC and COMPANY each agree to make no disclosure to anyone outside of their organizations of the fact that COMPANY is involved in this program with ENSYC.

(6) This Agreement does not grant either party any right to use or any license under any intellectual property rights of the other.

(7) Nothing in this Agreement shall be construed to create any relationship of agency, joint venture or partnership of any kind between the parties. The only obligation incurred by the parties under this Agreement is an obligation of confidentiality and non-use as provided in paragraph (3) above.

(8) The effective date of this Agreement is the date of acceptance by COMPANY as evidenced by the date of signature at the end of this letter.

(9) The initial disclosure of information under this agreement shall take place within (1) one year of the effective date of this agreement. Extensions of additional one year periods may be made available by both parties executing a written extension as shown in attached form A on or before each anniversary of the effective date of this Agreement.

This letter is sent to you in duplicate. If the above proposed terms and conditions are acceptable, will you please have a duly authorized officer of COMPANY sign both copies in the space provided below and return one copy to us. In such event, this letter shall become a contract between our companies.

We look forward to pursuing this matter with you.

Very truly yours,

By: _____
Steven Jessup
President

Read, understood, and accepted
On behalf of COMPANY:

By: _____
Authorized Officer

Print Name: _____

Title: _____

Date: _____