

MUTUAL CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT

This is an agreement between Voice Security Systems Inc. having a place of business at 24591 Seth Circle Dana Point CA. 92629 (here in after "DISCLOSOR") and _____ having its principal

place of business at _____ (hereinafter "DISCLOSEE").

DISCLOSOR has developed certain proprietary patents, applications, processes, trade secrets, information and intellectual property, which proprietary property relates to Speaker and Command Verification Method (SVT) (hereinafter "INVENTIONS"). Considerable damage could accrue to DISCLOSOR from the premature public disclosure of the existence of the proprietary information and complete loss of commercial advantage could result from disclosure of the information itself.

DISCLOSOR wishes to disclose to DISCLOSEE certain of its confidential material for the sole purpose of permitting DISCLOSEE to determine the suitability or feasibility of performing certain tasks for DISCLOSOR, to bid on performing such tasks, and/or to perform such tasks related to DISCLOSOR's proprietary property as may be further agreed upon between the parties hereto.

DISCLOSOR wishes to maintain the confidentiality of the material disclosed to DISCLOSEE and to preserve to himself the commercial benefits from utilization of such material except as may hereafter be specifically agreed in writing between the parties.

DISCLOSEE desires to evaluate the feasibility of performing certain tasks and procedures concerning DISCLOSOR's proprietary property, to bid on performing such tasks, and/or to perform such tasks as may be agreed upon between the parties hereto.

THEREFOR the parties agree as follows:

"Confidential material" includes DISCLOSOR's trade secrets, pending or abandoned patent applications, invention disclosures, blue prints, documents, engineering specifications, models, customers, suppliers, distributors, licensees, marketing studies, profits, costs, pricing, tooling, process descriptions, manufacturing processes, and all other material, whether written or oral, tangible or intangible which DISCLOSOR holds confidential and has not been publicly disclosed by DISCLOSOR or a third party, that are directly related to INVENTIONS.

Unless DISCLOSEE specifically identifies with written consent of DISCLOSOR that certain material is not encompassed by this agreement, all material disclosed by DISCLOSOR to DISCLOSEE relating to INVENTION will be presumed to be confidential and will be so regarded by DISCLOSEE unless such materials are publicly available.

DISCLOSEE agrees:

- (1) That it will maintain the confidentiality of DISCLOSOR's confidential material and of existence of same;
- (2) That it will direct its employees to maintain such confidentiality and will limit access to

- confidential information to the minimum number of employees necessary to complete DISCLOSEE's tasks, all of which employees shall be identified in writing to DISCLOSOR upon his request;
- (3) That it will not disclose to any third party, including subcontractors of DISCLOSEE, without written authorization from DISCLOSOR any of DISCLOSOR's confidential material;
 - (4) That it will use DISCLOSOR's confidential material solely to perform or determine the feasibility of performing certain tasks to be explicitly specified by DISCLOSOR;
 - (5) That it will not use for its own benefit or the benefit of any third party any of DISCLOSOR's confidential material;
 - (6) That it will not contract or negotiate with customers of DISCLOSOR for DISCLOSEE to provide to such customers products manufactured by, or caused to be manufactured by, DISCLOSEE which incorporate or utilize any confidential material of DISCLOSOR; and
 - (7) That, except as may be further directed or requested by DISCLOSOR, it will not sell, other than to DISCLOSOR, any products manufactured from tooling or molds provided by DISCLOSOR, or developed in accordance with or in response to DISCLOSOR's confidential material.
 - (8) That upon the termination of the relationship between the parties, which may be accomplished via 15-day written notice by either party with or without cause, at the stage of negotiation, DISCLOSEE shall return any and all documents of any nature, originals and copies, to DISCLOSOR. Furthermore, any information, technical or engineering procedure devised for concept which is developed at any stage during these negotiation or other contractual relationship between the parties shall be the sole property and for the sole benefit of DISCLOSOR (except as may be specifically agreed in writing hereafter) and shall not be used for any other purpose by the DISCLOSEE, its agents, or representatives.

DISCLOSOR and DISCLOSEE further agree:

- (1) That should this agreement be breached, money damages would be inadequate compensation, and therefore any court of competent jurisdiction may also enjoin the breaching party from disclosing or utilizing confidential material encompassed by this agreement;
- (2) The prevailing party shall be entitled to reasonable attorney fees in addition to any other amounts awarded as damages;
- (3) Laws of the State of California shall govern this agreement and it shall be deemed executed in Dana Point, California; and,
- (4) All amendments or exceptions to this agreement must be in writing.

Both undersigned parties hereby represent that they have authority as agents or representatives of the respective parties to bind the parties to this agreement.
Executed by the parties this _____ day
of _____, 20____.

VOICE SECURITY SYSTEMS INC.

BY: NAME AND TITLE SIGNATURE

DISCLOSEE (COMPANY NAME)

BY: NAME AND TITLE SIGNATURE

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Toll Free; 1-800-7-4-PATENT