

BILATERAL NON-DISCLOSURE AGREEMENT

This Bilateral Agreement is made and entered into by and between the first party, namely VIDEOLOGY IMAGING SOLUTIONS INC., having a principal place of business at 37M Lark Industrial Parkway, Greenville RI. 02828 U.S.A.

and the second party, namely:

having its corporate headquarters at:

And whereas, one party hereto (OWNER) may disclose to the other party hereto (RECIPIENT) certain Information (including but not limited to OEM partnerships and relationships, drawings, technical details, identities of customers, clients and suppliers, specifications, prices and costing, financial information) pursuant to this agreement which the OWNER deems proprietary and confidential.

NOW THEREFORE, the parties hereto agree as follows:

1. For a period of (3) years from the effective date of this Agreement, each RECIPIENT shall use all efforts to prevent the disclosure to any other person, firm or corporation of any information related to the above-identified subject matter which it receives from OWNER except as provided hereinafter, and furthermore to prevent any direct or indirect, unauthorized, contract with said customers, clients and suppliers pertaining to said subject matter) and shall use the same degree of care to avoid disclosure of such information as RECIPIENT employs with respect to its own proprietary and confidential information.
2. ANY reports or other documents resulting from such exchange of information between the parties shall be governed by the same terms and conditions with respect to confidentiality, as is the exchange of information between the parties.
3. HOWEVER, such information shall not be deemed confidential and RECIPIENT shall have no obligation with respect to any such information which:
 - a) is already known to RECIPIENT; in this situation, the RECIPIENT will disclose the fact that the information was already known and will provide documentation to OWNER evidencing that it was already known within thirty days of receipt of information from the OWNER.
 - b) is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of RECIPIENT.
 - c) is independently developed by RECIPIENT.
 - d) is approved for release by written authorization from OWNER.
 - e) is disclosed pursuant to the lawful requirement or request of a Governmental agency or disclosure is permitted by operation of law.

4. ALL written data delivered by the OWNER hereto to the RECIPIENT pursuant to this agreement shall be and remain the property of the OWNER, and all such written data , and all copies thereof, shall be promptly returned to the OWNER upon written request, or destroyed at OWNERS option.
5. This AGREEMENT shall not be construed as granting or conferring any right by license or otherwise, expressly, implicitly or otherwise for and invention, discovery or improvement made, conceived or acquired prior to or after the date of the Agreement.
6. NOTHING contained in this agreement shall constitute a commitment by either party to the development or release of any future products and/or programs disclosed thereby or restrict either party in its efforts to improve its existing products and systems and to conceive and develop new products and systems. Additionally, participation in the information exchange pursuant to this Agreement shall not constitute or imply a commitment by either party to favor or recommend any product or service of the other party.
7. THIS AGREEMENT shall be interpreted in accordance with laws of the State of Rhode Island, USA. In the event of a dispute, the laws of the State of Rhode Island would prevail. Both parties hereto have requested that this agreement be drawn up in English.
8. Further to this non-disclosure agreement, the second party _____ also warrants that there exists no legal impediment to such co-operation, and that such co-operation is not prohibited by the terms of any contract with any previous employer or client.

IN WITNESS WHEREOF, THE PARTIES HERETO AGREE THAT THE EFFECTIVE DATE OF THIS agreement shall be the ___ day of _____ 20__.

VIDEOLOGY IMAGING SOLUTIONS		SECOND PARTY	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	