

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made this _____ day of _____, 200____, by and between Chief Enterprises, Inc. ("Chief") and _____ ("Second Party").

R E C I T A L S

Chief desires to disclose certain of its confidential or proprietary information to the Second Party, including products, processes, procedures and designs (the "Subject Matter"). The purposes of the disclosure is to allow the Second Party access to certain of Chief's information in order to better understand Chief products, processes, procedures and designs and the general value thereof. Chief considers the information it will disclose to be confidential. Therefore in consideration of Chief's disclosure, the Second Party agrees to receive the information under the terms of this Agreement.

"Confidential Information" shall mean any information disclosed by Chief relating to the Subject Matter. Confidential Information may be disclosed in oral, written, visual, or physical form by Chief's employees or other persons disclosing under Chief's authorization.

In order to safeguard the Confidential Information, the Second Party hereby agrees to the following:

1. Unless Chief grants specific, written, advance permission to do so, the Second Party shall not disclose any Confidential Information to any third party except as provided for in paragraph 4 below, nor use or reproduce any Confidential Information for any purpose other than to carry out the purpose of the Agreement. However, the Second Party may disclose Confidential Information in compliance with applicable law or an order of a court of competent jurisdiction if the Second Party gives Chief prompt advance notice of its need to disclose and cooperates with Chief in an effort to narrow or avoid such disclosure or obtain any available protective order.

2. Information shall not be considered Confidential Information if it can be shown to have been:

Rightfully in Second Party's possession prior to the date of Chief's disclosure to the Second Party.

Available to the public prior to the date of Chief's disclosure to the Second Party or to have become available to the public thereafter without any unauthorized act or omission by the Second Party.

(c) Disclosed to the Second Party without restriction by a third party who had a right so to disclose and was not under an obligation of confidence to Chief, or

- (d) Independently developed by the Second Party by a person having no access to the Confidential Information.

3. Confidential Information shall not be deemed to be available to the public or to be in the Second Party's possession merely if it:

- (a) Is specific information that falls within an area of general knowledge available to the public or to the Second Party, but without the specific Confidential Information, including its meaning and importance, being public knowledge or known to the Second Party, or
- (b) Can be reconstructed from a combination of information that can be pieced together from multiple sources that are available to the public or to the Second Party, if no one of those sources actually lead one to the entire combination, together with its meaning and importance.

4. The Second Party shall limit access to the Confidential Information to employees of the Second Party directly involved with the Subject Matter. Should the Second Party determine that it needs to disclose Confidential Information to anyone other than herein provided, the Second Party shall not do so without Chief's prior written permission. Upon receiving such permission, the Second party may proceed, but only after binding any such person to a confidential obligation at least equivalent to the Second Party's obligation to Chief under this Agreement. The Second Party shall be responsible to Chief for the performance of the non-employee with respect to such confidentiality obligation.

5. At any time within the term of this Agreement, Chief may request the return of the Confidential Information. If Chief does so, the Second Party promptly shall comply, returning to Chief any and all written or physical embodiments of the Confidential Information that are then in the Second Party's possession or control (including all physical or electronic copies) retaining a list of the items Confidential Information for its archives.

6. THIS AGREEMENT RELATES ONLY TO THE DISCLOSURE OF INFORMATION. IT DOES NOT CONSTITUTE AN AGREEMENT OR OFFER BY EITHER PARTY TO PURCHASE OR SUPPLY MATERIALS OR A PRODUCT, DEVELOP A PRODUCT, LICENSE ANY INTELLECTUAL PROPERTY RIGHTS, CONDUCT RESEARCH, ENTER INTO A JOINT PROJECT OF ANY SORT, OR PROVIDE CONSULTING OR OTHER SERVICES. Any such other arrangement must be by separate written agreement between the parties. Also, this Agreement does not represent an exclusive arrangement between the parties. Either party is free to deal in any way with third parties provided that there is no use or disclosure of Confidential Information in violation of this Agreement.

7. Neither this Agreement nor Chief's disclosure of Confidential Information shall be deemed by implication or otherwise to vest in the Second Party any rights in any patents, trade secrets, know-how, or other property of Chief.

8. The term of this Agreement shall begin upon the date hereof and shall remain in full force and effect for five (5) years thereafter, provided, however, that the Second Party's obligations of confidentiality shall survive the termination with respect to any Confidential Information which comes into the Second Party's possession prior to the effective date of the termination.

9. This Agreement supersedes any previous oral or written agreement between the parties relating to the subject matter of this Agreement. Any amendment to this Agreement must particularly refer to this Agreement, state that it is an amendment, be in writing, and be executed by an authorized person for each party.

WITNESS the due execution hereof the day and year first above written.

Chief:

Chief Enterprises, Inc.

By _____
Its _____

Second Party:

By _____
Its _____