U.S. MICRO PRODUCTS
MUTUAL NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This Mutual Non-Disclosure and Non-Solicitation Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between U.S. Micro Products, Inc., a Texas corporation ("USMP"), having offices at 6207 Bee Caves Rd. Ste. 330, Austin, Texas 78746, U.S.A. and _____, a _____ ("Company"), having offices at _____, _____. Both USMP and Company may be a Discloser and/or a Recipient for the purposes of the disclosures to be made pursuant to this Agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Confidential Information and Exclusions

(a) "Confidential Information" means nonpublic information that the Discloser designates as being confidential or which, under the circumstances surrounding the disclosure and the nature of the information, device, or material being disclosed, is reasonably identifiable as confidential by the Recipient. Such nonpublic information shall be considered Confidential Information for the purposes of this Agreement, whether disclosed before, on or after the date of this Agreement and whether delivered in written (or other tangible or electronic) form, by visual inspection or verbally (if the verbal disclosure is promptly documented thereafter in writing). "Confidential Information" includes, without limitation, information relating to and/or including Discloser customer and vendor information, products, financial information, the marketing or promotion of any Discloser product, Discloser's business policies or practices, and information received from others that Discloser is obligated to treat as confidential. Discloser considers the identity of and the product and business terms with its suppliers, customers and alliances to be valuable trade secret information. Recipient understands that it is gaining access to such information solely as a result of its relationship with Discloser.

(b) Confidential Information does not include any information, however designated, that: (i) is or subsequently becomes publicly available through no fault of Recipient, (ii) was in Recipient's rightful possession on or before receipt of such information from Discloser as evidenced by written records in the possession of Recipient prior to the effective date of this Agreement, (iii) is rightfully received by Recipient from a third party having the right to disclose such information and without a duty of confidentiality, or (iv) is independently developed by Recipient without use of or reference to the disclosed Confidential Information as evidenced by written records of Recipient. Recipient shall have the burden of proving the above exceptions to the confidentiality and non-use provisions of the Agreement.

2. Obligations Regarding Confidential Information

(a) For a period of the later to occur of i) five (5) years from the date that Discloser first discloses Confidential Information to Recipient or ii) five (5) years from the termination of this Agreement by either party pursuant to Section 4(l) hereof, Recipient shall:

(i) Use the Discloser's Confidential Information only for purposes of evaluating a business relationship with Discloser, or carrying out a mutually agreed business relationship between the parties (the "Purpose").

(ii) Refrain from disclosing any Confidential Information of Discloser to third parties except to its employees, contractors and subcontractors with a need to know the information for the Purpose, and who are bound by confidentiality obligations with Recipient at least as restrictive as those contained in this Agreement.

(iii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of Discloser.

(iv) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Discloser except in furtherance of the Purpose, and only as otherwise provided hereunder.

(v) Refrain from reverse engineering, decompiling or disassembling any pre-release hardware devices or software disclosed by Discloser to Recipient under the terms of this Agreement, except as expressly permitted by applicable law.

(b) Notwithstanding the foregoing, Recipient may disclose Confidential Information of Discloser in accordance with a judicial or other governmental order, provided that, unless prohibited by law, Recipient first gives the undersigned Discloser's representative reasonable notice to allow Discloser a reasonable opportunity to seek a protective order or equivalent, and makes no disclosure in excess of that which is required.

(c) Recipient will notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Discloser Confidential Information or any other breach of this Agreement by Recipient and/or its employees, consultants or Affiliates, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(d) Recipient will, at Discloser's request, return all originals, copies, reproductions and summaries of Confidential Information of Discloser and all other tangible materials and devices provided to Recipient as Discloser Confidential Information, or at Discloser's option, certify destruction of the same, except that return or destruction of electronic backup copies maintained in the normal course of business that are subject to reasonable destruction or overwrite policies is not required, provided that any such backup copies remain subject to the requirements of this Agreement.

(e) Any hardware or software disclosed by a Discloser will be treated in accordance with the requirements for Confidential Information hereunder.

3. Remedies

Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Discloser will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. General

(a) All Confidential Information of Discloser is and will remain the property of Discloser. By disclosing Confidential Information to Recipient, Discloser does not grant any express or implied right to Recipient to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Discloser reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets.

(b) Each Discloser warrants that it has the right to make the disclosures under this Agreement. All Confidential Information is provided "**AS IS**" without any warranty, express or implied, regarding the accuracy, completeness, condition, suitability or performance of the Confidential Information. Each Discloser shall not be liable for any damages arising from the Recipient's use of, inability to use, or reliance on the Confidential Information it discloses to Recipient.

(c) During the term of this Agreement and for five (5) years after any termination of this Agreement, the Recipient will (i) refrain from calling upon, diverting, soliciting, or attempting to call upon, divert, or solicit, directly or indirectly, any Discloser supplier, customer, or alliance associated with the Purpose for purposes of doing business with the supplier, customer, or alliance, and (ii) refrain from soliciting, inducing or influencing, directly or indirectly, any person who is engaged as an employee or independent sales representative of Discloser to terminate his or her engagement with Discloser.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It will not be modified except by a written agreement dated subsequent to the date of this Agreement signed by both parties. None of the provisions of this Agreement will be deemed to have been waived except by an instrument in writing signed by an authorized employee of USMP and Company. No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion.

(e) Nothing in this Agreement implies a joint venture, partnership or principal-agent relationship between the Parties. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute the same Agreement. Faxed or scanned counterparts and signatures will be deemed originals and are effective, valid and enforceable as such.

(f) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

(g) THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

(h) This Agreement will inure to the benefit of and be binding on Company, USMP, and their respective heirs, successors and permitted assigns, including any successor to Company or USMP of substantially all of their assets or business, by merger, consolidation, purchase of assets, purchase of stock or otherwise.

(i) Except as otherwise indicated in this Agreement, "USMP" includes all Affiliates of USMP and, except as otherwise indicated, the term "Company" includes all Affiliates of Company. An "Affiliate" means any person or business entity that, directly or indirectly (either presently or in the future) through one or more

intermediaries, controls, is controlled by, or is under common control with, a party. The term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting shares, by contract or otherwise.

(j) If any provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, as being unduly restrictive, the court shall construe such provision so as to limit or reduce the restrictive provision in order make the restrictive provision enforceable to the greatest extent permissible by applicable law. Any illegal, invalid, or unenforceable provision shall not affect the remaining provisions, and the remaining provisions will remain in full force and effect.

(k) This Agreement imposes no obligation, commitment or restriction on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products, or to enter into any further agreements of any kind.

(l) Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information, including but not limited to all of Section 2 and Section 4(d) above, will survive any such termination for the time period stated therein.

IN WITNESS WHEREOF, through their duly authorized representatives, the parties have executed this Agreement.

Company:_____	U.S. Micro Products, Inc.
Address:_____	6207 Bee Cave Rd., Suite 330
	Austin, TX 78746
_____	
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____