BRIGGS

<u>MUTUAL NON-DISCLOSURE AGREEMENT</u>

On this _____ day of _____, 2001, Briggs Capital LLC., a Massachusetts corporation with offices at 91 Providence Hwy, Westwood Massachusetts 02090, and (Company), with offices in (Full address):

1. In connection with discussions between the parties regarding a possible transaction or business relationship, the parties may find it beneficial to disclose to each other certain information concerning their respective products or businesses, all of which shall be deemed to constitute confidential and proprietary information, ("Confidential Information") except as specifically set forth below. Such Confidential Information, whether provided orally or in writing, shall be subject to restricted use and limited distribution as provided herein.

2. With respect to Confidential Information provided by either party to the other, the receiving party shall:

   a. hold the Confidential Information in confidence and protect it in accordance with the same degree of care with which it protects its own Confidential Information of like importance which it does not wish to disclose, but in no event less than reasonable care;

   b. use the Confidential Information only for the purpose described in paragraph 1 hereof and except as may otherwise be mutually agreed in writing;

   c. except in the normal anticipated use thereof, not copy or otherwise duplicate the Confidential Information, or otherwise knowingly allow anyone else to copy or otherwise duplicate any of the Confidential Information then under its control without the disclosing party's prior written approval;

   d. restrict disclosure of the Confidential Information solely to those employees with a need to know, and not disclose it to any other parties;

   e. require that all employees or others given access to the Confidential Information agree to maintain the confidentiality thereof, and otherwise comply with the provisions hereof;

   f. promptly notify the disclosing party in the event that the receiving party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information so that the disclosing party, at its

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expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement; and

g.   upon request of the disclosing party, the receiving party shall forthwith return any and all Confidential Information to the disclosing party.

3.   Neither party or its affiliates shall have any obligation, as a receiving party, to treat as Confidential Information that information which:

a.   is already known to the receiving party or its affiliates, as evidenced by a writing or in machine readable form dated prior to the date of disclosure;

b.   is or becomes generally known to the public through no violation of this Agreement by the receiving parties or its affiliates;

c.   is received from an unaffiliated third party without obligation of nondisclosure or breach of an obligation of confidentiality to the disclosing party;

d.   is independently developed by it or its affiliates by personnel who have not had access to the Confidential Information or who have not in any way used, relied upon, or copied said information in developing its own product or service, based on information, formulas, methods, and systems separate and distinct from those it may have been exposed to in its communications with the disclosing party;

e.   is approved in advance for release by written authorization of an officer of the disclosing party.

4.   Disclosure of the Confidential Information may be made if, and to the extent that, in the opinion of counsel, such disclosure is required by law, in which case the disclosing party shall promptly notify the non-disclosing party concerning the reasons for and nature of the proposed disclosure so that the non-disclosing party may take such action as it deems necessary.

5.   Each party shall be entitled at any time and without notice to the other to negotiate, disclose and otherwise deal in any manner and for any purpose with third parties regarding its own Confidential Information.

6.   Nothing contained in this Agreement shall be construed as granting or conferring, whether by sale, license or otherwise, to the receiving party any right, title or interest in any Confidential Information disclosed, nor

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in any of the patents, trademarks, copyrights or trade secrets of the disclosing party.

7. The provisions hereof shall inure to and be binding upon the successors, assigns and representatives of the parties hereto, provided however that no disclosure of Confidential Information may be made to any successor or assign of a receiving party without the written consent of the party disclosing the Confidential Information.

8. This Agreement shall be governed in accordance with the laws of the state of Florida, without regard to conflict of law provisions, and the parties hereto shall submit to the jurisdiction of the State and Federal courts of Florida in the event of a dispute.

9. This Agreement shall become effective on the date first shown above and shall continue for a period of two (2) years thereafter, at which time this Agreement shall terminate.

10. This document represents the full and complete agreement of the parties with respect to the use and confidentiality of the Confidential Information and supersedes all prior communications, agreements or proposals. All Confidential Information disclosed between the parties subsequent to the date hereof shall be covered hereby expressly stated to the contrary, in a writing referencing this Agreement, by the disclosing party at the time of disclosure.

For Briggs Capital

_____
Managing Director

For_____

Name_____

Title _____

Signature _____