



P.O. Box 621237 • Oviedo, FL • 32762

4. Exportation/Transmission of Confidential Information

The Receiving Party acknowledges that the Confidential Information and any related materials or information provided hereunder are subject to the export control laws and regulations of the U. S., and any amendments thereof. The Receiving Party confirms that it will not export or re-export these items, directly, or indirectly, either to (i) any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, and Syria); and (ii) any third party who the Receiving Party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any third party who has been prohibited from participation in the U.S. export transactions by the federal agency of the U.S. government.

5. Receiving Party Personnel

The receiving Party will restrict the possession, knowledge, development, and use of Confidential Information to its employees, agents, subcontractors and entities controlled by or controlling it (collectively, "Personnel") that have a need to know Confidential Information in connection with the purposes set forth in Section 2. The Receiving Party's personnel will have access only to the Confidential Information that is so disclosed.

6. Disclosures to Governmental Entities

If the Receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it, the Receiving Party will give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy. The Receiving Party will disclose confidential treatment for any Confidential Information that is so disclosed.

7. Ownership of Confidential Information

All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no right, by license or otherwise, to use the Confidential Information except as expressly provided herein.

8. Return to Confidential Information

Upon the Disclosing Party's written request, the Receiving Party promptly will return all tangible material embodying Confidential Information (in any form including, without limitation, all summaries, copies and excerpts of Confidential Information).



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9. Independent Development

The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be constructed as a representation or agreement that the Receiving Party will not develop or have developed for concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

10. Injunctive Relief

The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

11. Limited Relationship

This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

12. Cumulative Obligations

Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law.

13. Entire Agreement; Amendment

This agreement constitutes the entire agreement between the parties in relation to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties.



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14. Termination

This agreement will automatically terminate upon the completion or termination of dealings between Disclosing Party and Receiving Party; provided, however that each party's obligations with respect to the other party's Confidential Information will survive completion or termination of the dealings between the parties.

15. Nonwaiver

Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

16. Governing Law

This Agreement will be governed by internal laws of the State of Florida, without reference to its choice of law rules, and may be executed in counterparts' copies. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of the Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

17. Term

The covenants of confidentiality set forth herein shall continue and be maintained from the effective date hereof until termination of the relationship of the parties relating to the effort and for a period of five (5) years thereafter.



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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date appearing next to the parties' signatures below.

Date Signed: _____

By: _____

Date Signed: _____

Genesis Research & Development, Inc.
A Florida Corporation

By: _____
Russell L. Case Jr. as Director
PO Box 621237
Oviedo, FL 32762

_____(Genesis)