



voice: 708-444-2690 · fax: 708-444-2697

8018 Mallow Drive · Tinley Park, IL 60477-2697

RECIPROCAL NONDISCLOSURE AGREEMENT

This Reciprocal Nondisclosure Agreement effective this _____ day of _____, 2001 is between RICIS, Inc., located at 8018 Mallow Drive, Tinley Park, IL 60477-2697, and _____ with offices located at _____.

The above-mentioned parties agree to the following terms and conditions:

1. In connection with ongoing discussions between the aforementioned parties concerning a certain business transaction or transactions (the "Relationship"), either party may find it beneficial to disclose to the other party certain confidential or proprietary information in written, oral, machine-readable form, or other tangible or intangible forms including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, tapes, marketing plans, customer names, and other technical, financial, or business information (individually and collectively, "Information"). Any and all information disclosed pursuant to this Agreement shall be deemed confidential, whether or not previously mentioned. The receiving party's obligations hereunder shall extend to Information that is described in this paragraph and relates to the Relationship, or that although not related to such Relationship, is nevertheless disclosed as a result of the parties' discussions, and that should reasonably have been understood by the receiving party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the disclosing party.
2. Each party understands that the Information which it may receive concerning the other party's future plans with respect to the Relationship is tentative and is not intended to represent firm decisions by the other party concerning the implementation of such plans. Neither Party makes any warranty as to the sufficiency, validity, correctness or reliability of such Information. Information provided hereunder, by one party to the other, does not represent or imply any commitment beyond the express terms of this Agreement.
3. With respect to Information received from the disclosing party under this Agreement, the other party shall:
 - a. Hold such Information in confidence;
 - b. Restrict disclosure of the Information solely to its employees, agents, and contractors with a need to know such Information, provided that all such persons shall be made reasonably aware of the confidential nature of the Information and bound to protect such Information from unauthorized use and disclosure under the terms of this agreement;
 - c. Use the information only as needed for the purposes of the Relationship;
 - d. Except for the purpose of the Relationship, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and
 - e. Upon request, promptly return to the disclosing party all Information in a tangible form or certify to the disclosing party that it has destroyed such Information;
4. Neither party shall have an obligation to preserve the confidential or proprietary nature of any Information which:
 - a. Was already known to the party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party as evidenced by written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through no wrongful act of the party to which the information was disclosed; or
 - c. Is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Information; or
 - d. Is independently developed by an employee, agent, or contractor of the party who did not have any direct or indirect access to the Information; or

- e. Is disclosed to a third person by the disclosing party without similar restrictions on such third person's rights; or
 - f. Must be disclosed pursuant to an order or proper request from a court or other governmental agency, provided however, that the party required to make the disclosure shall give written notice to the other party with sufficient provisions, the parties agree that the harm suffered by the injured party would not be compensational by monetary damages alone, and accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach.
5. This Agreement shall apply to all Information relating to the Relationship disclosed by either party to the other party under this Agreement during the period of time in which both parties have a working Relationship with each other. At the end of the term of this Agreement, both parties agree to return all information in tangible forms to the disclosing party, or upon mutual agreement of the parties, all such confidential information shall be destroyed. The duty to keep the Information confidential shall continue for two (2) years beyond the termination of the Relationship of the two parties.
6. In the event of a breach of any of the foregoing provisions, the parties agree that the harm suffered by the injured party would not be compensational by monetary damages alone and accordingly that the injured party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach.
7. Nothing contained in this Agreement shall obligate either party hereto to disclose any particular information to the other party. Neither party has an obligation under this Agreement to purchase or sell any product or service or to enter into any definitive agreement.
8. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information.
9. This Agreement shall benefit and be binding upon the parties hereto and their respective subsidiaries, affiliates, successors, and assigns time for such party to object to the order or request, and/or to obtain a protective order covering the requested information.
10. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent provided by the law.
11. The failure of either party to assert any claim or right regarding the obligations under this Agreement, in any one or more instances, shall not constitute a waiver of such claim or right with respect to future performance of such obligations.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of choice of law principles. This Agreement shall not be amended or modified except by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Company: _____

RICIS, Inc.

By: _____

By: Gregory D. Rosenberg

Signature: _____

Signature: _____

Title: _____

Title: Chief Technology Officer