



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement made as of this _____ day _____, 20____
by and between Mercury Enterprises, Inc., d/b/a Mercury Medical, 11300 49th
Street North; Clearwater, FL 33762-4807 U.S.A. (hereinafter referred to as
Mercury), and _____ hereinafter referred to as
(_____).

WHEREAS, _____ desires to make certain information with
respect to their _____ (INVENTION) available to Mercury
for the purpose of evaluation for commercial application.

WHEREAS, Mercury is currently investigating certain related technology and
desires to evaluate the INVENTION for commercial application worldwide and to
discuss possibilities regarding the INVENTION.

WHEREAS, in the course of such evaluation, it is contemplated by the parties
that _____ may disclose to Mercury, information which the
disclosing party considers confidential.

NOW THEREOF, in consideration of the premises and the mutual covenants
contained herein, Mercury and _____ hereby agree as follows:

1. As used herein, CONFIDENTIAL INFORMATION means any written
documents clearly marked as confidential. Any oral disclosures of
CONFIDENTIAL INFORMATION must be followed within thirty (30) days of the
disclosure by a letter identifying the information as confidential.

2. Notwithstanding any other provision of this Agreement, CONFIDENTIAL
INFORMATION shall not include any information which:

- (a) shall become known to third parties or shall become
publicly known through no fault of the receiving party; or
- (b) was in the possession of the receiving party on or
before the date of disclosure to the receiving party; or
- (c) is acquired by the receiving party from a third
party not under any obligation of confidentiality
to the disclosing party; or
- (d) is otherwise obtained by an employee or agent of
the receiving party not having knowledge of the CONFIDENTIAL
INFORMATION .

3. In consideration of the opportunity for each of the parties to study and evaluate the foregoing CONFIDENTIAL INFORMATION, and hold it confidential for a period of two (2) years from the date of this Agreement.

4. Subject to the provisions of the following paragraph, unless the disclosing party has given its prior written consent, the receiving party shall not disclose to any non-party any CONFIDENTIAL INFORMATION.

5. During the two (2) year period referred to in Paragraph 3, each party shall limit distribution of all CONFIDENTIAL INFORMATION as is necessary to evaluate the CONFIDENTIAL INFORMATION in accordance with the purposes of this Agreement and shall take at least those steps in protecting the CONFIDENTIAL INFORMATION as it takes to protect its own confidential information. Any of the persons to whom the CONFIDENTIAL INFORMATION is distributed shall be informed of this Agreement and the parties shall use all reasonable efforts to cause such persons to comply with Paragraphs 3 and 4 of this Agreement.

6. Each party warrants to the other that it is the owner of the CONFIDENTIAL INFORMATION and/or is legally free to disclose it to the receiving party.

7. This Agreement is made under and is to be construed in accordance with the laws of the State of Florida and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations.

8. This Agreement may not be superseded, amended or modified except by written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto may cause this Agreement to be executed on their behalf in counterparts (each of which shall be deemed to be an original) as of the day and the year first above written.

MERCURY MEDICAL

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____