

CONFIDENTIALITY AGREEMENT

This Agreement, having an effective date of, is entered into between and Melicent Boysen of Boysen & Associates, Kansas City, Missouri.

The parties are engaged in discussion in contemplation of a business relationship or in furtherance of a business relationship. In the course of dealings between parties, each party may have access to or have disclosed to it information which is of a confidential nature as that term is defined below. The parties each desire to establish and set forth their individual obligations with respect to the other's Confidential Information.

1. "Confidential Information" as used in this Agreement shall mean information, not generally known, which either party has acquired and which relates to the other party's processes and products, compositions, formulas, financial data, drawings, designs, specifications, reports, manufacturing procedures and techniques, methods, processes, research and development programs, marketing plans and trade information.
2. For a period of five years from the date of this Agreement, each party will safeguard Confidential Information received hereunder against unauthorized disclosure and will reveal such information only to its employees having a need to know.
3. Obligations regarding Confidential Information received hereunder shall not apply to any such information that:
 - (a) becomes publicly available without default hereunder by the receiving party; or
 - (b) is lawfully acquired by the receiving party from a source not under any obligation to the disclosing party regarding disclosure of such information; or
 - (c) is in the possession of the receiving party in written or other recorded form at the time of its disclosure hereunder; or
 - (d) is non-confidentially disclosed to any third party by or with the permission of the disclosing party; or
 - (e) is developed by or on behalf of the receiving party by individuals who have not received Confidential Information hereunder.
4. The extent of any disclosure made under this Agreement shall be at the sole discretion of the disclosing party.
5. No license or any other rights are granted by the Agreement or by any disclosure made under this Agreement.
6. No obligation of any kind is assumed by or implied against either party except for those stated herein.

Accepted and Agreed:

Melicent Boysen

By: _____

Title: _____

Date: _____

Accepted and Agreed:

Print: _____

By: _____

Title: _____

Date: _____