

Confidential Disclosure Agreement

It is understood that said disclosure * is being made by DISCLOSER, _____, on behalf of _____, to Griff Industries, Inc. (RECEIVER) in order to allow the undersigned to evaluate the same for purposes of entering into negotiations whereby the RECEIVER or his Company or employer may enter into a business relationship with DISCLOSER and to utilize the same in commercial activities by RECEIVER on behalf of DISCLOSER. It is further understood that if no written agreement is entered into between _____, and the undersigned to the contrary, that, for a period of five (5) years from the date of this Agreement, the undersigned agrees to keep said disclosure in confidence and not to voluntarily disclose to any other person, company, agent of the United States, or Foreign government, or concern, the information contained in the within disclosure which is being received by the undersigned only for the purposes set forth above.

It is understood the undersigned agrees not to make any use of the information included in said disclosure without obtaining prior written approval thereof from _____, provided however, that the undersigned is not prevented from, nor liable for, use of the subject matter of said disclosure of the same:

- (a) -If it is independently developed by the undersigned: or
- (b) -If it was in the public domain at the time it was disclosed to the undersigned: or
- (c) -If it is disclosed or comes into the public domain during the five (5) years after the date hereof as a result of actions by any party other than the undersigned.

This agreement shall be governed by, and in accordance with, the laws of the State of California.

Receiver of Information

Discloser

By _____ Date _____

By _____ Date _____

Name _____

Name : _____

Title _____

Title: _____

Company: GRIFF INDUSTRIES, INC.

Company :

Address: 4515 Runway Dr.

Address :

Lancaster CA 93536

* Disclosure: _____