

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

AGREEMENT dated and effective as of the _____ by and between IVidea, Inc. (a California Corporation representing technologies and inventions of Juergen Kleinwaechter and Sun Orbit GMBH, Germany) and _____ (each of which may be referred to herein as the "Owner" and/or the "Recipient", as the case may be, of information).

WHEREAS, the parties have entered into discussions concerning a possible business relationship or transaction and may determine to enter into such a relationship or transaction (the "Transaction");

WHEREAS, to further these ends, an Owner may disclose to a Recipient certain of the Owner's Proprietary Information (as hereinafter defined) for the purpose of enabling the Recipient to evaluate the Transaction and perform thereunder, if the Transaction is consummated; and

WHEREAS, the parties agree that the Owner's information is proprietary and confidential property of the Owner.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the acceptance and sufficiency of which are hereby acknowledged, each of the parties hereto, intending to be legally bound, does hereby agree as follows:

1. Proprietary Information. In the course of evaluating the Transaction, and if consummated, performing in accordance with the terms to be negotiated for the Transaction, the Recipient will have access to, among other things, certain of the Owner's confidential and proprietary business documents and information, including, but not limited to, marketing data, financial information, sources of supply, technologies, products, know-how, product specifications, trade secrets, current and future product marketing plans, current and future research and development, and product characteristics and specifications, all of which are or may be deemed to be confidential and proprietary and are owned and used by or are exclusively licensed to the Owner. Such information shall be referred to hereinafter as "Proprietary Information" and shall also include any and all other confidential and proprietary information relating to the business conducted by the Owner; provided, however, that the following information shall not be deemed Proprietary Information: (i) information which has become publicly available without breach hereunder by the Recipient or another person, (ii) information which was rightfully received by the Recipient from a source not under obligation of confidentiality to the Owner, (iii) information in the possession of the Recipient, in written or other recorded form, prior to disclosure by the Owner, and (iv) information which is developed by the Recipient independent of any Proprietary Information. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Proprietary Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure. Proprietary Information may be preliminary or incomplete and relate to products under development or planned for development. PROPRIETARY INFORMATION IS PROVIDED "AS IS." NO WARRANTIES ARE MADE BY EITHER PARTY. THE OWNER ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES OR ACTIONS INCURRED OR UNDERTAKEN BY RECIPIENT AS A RESULT OF RECIPIENT'S USE OF PROPRIETARY INFORMATION. Recipient acquires no intellectual property rights under this Agreement except the limited rights necessary to evaluate the Transaction and to perform thereunder if the Transaction is consummated.

2. Fiduciary Obligations. The Recipient acknowledges that the Owner has protected the secrecy of all Proprietary Information, that said Proprietary Information is of critical importance to the Owner, that a violation of this Agreement would seriously and irreparably impair and damage the Owner's business, and that the Recipient shall keep all Proprietary Information in a fiduciary capacity for the sole benefit of the Owner.

3. Non-Use and Non-Disclosure. The Recipient shall hold the Proprietary Information in secrecy and confidence in accordance with the provisions of this Agreement and shall use the Proprietary Information solely for the purpose of evaluating whether to enter into the Transaction and to perform thereunder if the Transaction is consummated. The Recipient shall not disclose, divulge, provide or otherwise make available any Proprietary Information, or any portion or summary thereof, to any person, firm, corporation or other entity other than Recipient's officers, directors, employees, shareholders, accountants, attorneys and agents on a need-to-know basis in order to permit those people to assist the Recipient to evaluate the Transaction and to perform thereunder if the Transaction is consummated. In the event that the Owner requests in writing, the Recipient shall deliver to the Owner all documents and other recordings containing Proprietary Information supplied to the Recipient and all copies thereof and agrees to destroy all notes, summaries, analyses and compilations prepared by the Recipient or for the Recipient's use containing or reflecting any such Proprietary Information.

4. Non-Solicitation and Other Restrictions. The Recipient shall not use, directly or indirectly, any Proprietary Information in connection with or for the purpose of competing with the Owner in the Owner's line of business.

5. Ownership of Proprietary Information. All Proprietary Information shall remain the exclusive property of the Owner and nothing in this Agreement, or any course of conduct between the parties shall be deemed to grant to the Recipient any rights in or to the Proprietary Information of the Owner, or any part thereof, other than as expressly granted herein.

6. Remedies. It is specifically understood and agreed that any breach of this Agreement is likely to result in irreparable injury to the Owner and that the remedy at law alone will be an inadequate remedy for such breach, and that in addition to any other remedy it may have, the Owner shall be entitled to seek the specific performance of this Agreement by the Recipient and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.

7. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California, excluding that body of California law concerning conflicts of law.

8. Waiver; Severability. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

9. Definitive Agreement. Neither party is legally obligated to go forward with the Transaction or any other business transaction. Either party may terminate discussions or negotiations with the other party at any time. Either party may engage in discussions or negotiations with third parties, even if such discussions or negotiations relate to possible business transactions similar or identical to the Transaction.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as a binding contract under seal as of the day and year first above written.

By the signatures of their duly authorized representatives below, both parties intending to be legally bound, agree to all of the provisions of this Agreement.

By: IVideo, Inc.

By: _____

Print Name: Frank Kleinhammes

Print Name: _____

Print Title: Owner

Print Title: _____

Date Signed: _____

Date Signed: _____