NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between
_____, located at _____
_____ (Disclosing Party) and Thomas M. Leslie & Associates, LLC,
located at 1023 S. Fifth Ave., Arcadia, CA 91006, (TML) for the purpose of preventing the
unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a
confidential relationship with respect to the disclosure of certain proprietary and confidential
information ("Confidential Information").

1.   Definition of Confidential Information. For purposes of this Agreement, "Confidential Information"
shall include any and all proprietary and secret information of the Disclosing Party including, but not
limited to, designs, samples, models, prototypes, know how, processes, methods, techniques,
formulas, algorithms, scientific-knowledge, performance requirements, operating specifications, test
results, financial information, including pricing and costing, business plans, market research, market
studies, customer information, distribution information and any other information considered by the
Disclosing Party to be proprietary or secret.

2.   Exclusions from Confidential Information. TML's obligations under this Agreement do not extend to
information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly
known through no fault of TML; (b) discovered or created by TML before disclosure by Disclosing
Party; (c) learned by TML through legitimate means other than from the Disclosing Party or Disclosing
Party's representatives; or (d) is disclosed by TML with Disclosing Party's prior written approval.

3.   Obligations of TML. TML shall hold and maintain the Confidential Information in strictest
confidence for the sole and exclusive benefit of the Disclosing Party. TML shall carefully restrict access
to Confidential Information to employees, contractors and third parties as is reasonably required and
shall require those persons to sign nondisclosure restrictions at least as protective as those in this
Agreement. TML shall not, without prior written approval of Disclosing Party, use for TML's own
benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or
to the detriment of Disclosing Party, any Confidential Information. TML shall return to Disclosing Party
any and all records, notes, and other written, printed, or tangible materials in its possession pertaining
to Confidential Information immediately if Disclosing Party requests it in writing.

4.   Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this
Agreement and TML's duty to hold Confidential Information in confidence shall remain in effect until
the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends TML
written notice releasing TML from this Agreement, whichever occurs first.

5.   Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6.   Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7.   Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8.   Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

Company Name: _____

Signature: _____ Date: _____

Printed Name: _____

Thomas M. Leslie & Associates, LLC

Signature: _____ Date: _____

Printed Name: _____