

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made this _____ day of _____, 200__, between Kenzer and Company, an Illinois corporation with offices at 511 W Greenwood Ave, Waukegan, IL 60087 ("KenzerCo"), and _____, a corporation/individual with an address of _____ ("Receiving Party"), and is effective as of the aforementioned date.

WITNESSETH

WHEREAS, KenzerCo desires to transmit to Receiving Party and Receiving Party desires to receive from KenzerCo certain KenzerCo Confidential Proprietary **Information relating to KenzerCo's gaming products, software and future business plans**,

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, it is agreed as follows:

1. Confidential Information and Confidential Materials

(A) "Confidential Information" means nonpublic information that KenzerCo designates as being confidential or which, under circumstances surrounding disclosure ought to be treated as confidential. Confidential Information includes, without limitation, information relating to released or unreleased KenzerCo software or hardware products, the marketing or promotion of any KenzerCo products, KenzerCo business policies or practices, and information received from others that the KenzerCo is obligated to treat as confidential. Confidential Information disclosed to the Receiving Party by any KenzerCo Subsidiary, agents and/or consultants is covered by this Agreement.

(B) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of this or any obligation owed to KenzerCo; (ii) became known to Receiving Party prior to KenzerCo's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than KenzerCo and other than by breach of an obligation of confidentiality owed to KenzerCo; or (iv) is independently developed by the Receiving Party without breach of this Agreement.

(C) "Confidential Materials" shall mean all tangible material containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

(D) The KenzerCo agrees to mark its Confidential Proprietary Information with a suitable legend, such as "Confidential" at the time of disclosure to the Receiving Party hereunder. If Confidential Information is first disclosed orally or visually, the KenzerCo agrees to identify same as "Confidential" at the time of disclosure and confirm same in a letter to the Receiving Party within thirty (30) days of the date of disclosure.

2. Restrictions

(A) The Receiving Party shall not disclose any Confidential Information furnished in oral, visual, written and/or other tangible form to third parties for five (5) years following the effective date of the Agreement, except to Receiving Party's employees, agents and/or Consultants on a need-to-know basis as provided below. However, Receiving Party may disclose Confidential Information in accordance with judicial and other governmental order, provided Receiving Party

first gives KenzerCo reasonable notice prior to such disclosure in order to permit KenzerCo to protect the information's confidentiality.

(B) The Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information (but in no event less than reasonable care), to keep confidential the Confidential Information received from KenzerCo. In accordance, Receiving Party may disclose Confidential Information or Confidential Materials only to those employees, agents, and/or consultants who have a need-to-know. Receiving Party will inform its employees who handle such information that it is confidential and not to be disclosed to others. Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with the provisions of this Agreement.

(C) The Receiving Party may not reverse engineer, decompile or disassemble any software or hardware products disclosed to the Receiving Party. The Receiving Party further agrees to use the KenzerCo's Confidential Information only for evaluation purposes or to provide services to the KenzerCo.

3. Rights and Remedies

(A) Receiving Party shall notify KenzerCo immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with KenzerCo in every reasonable way to help KenzerCo regain possession of the Confidential Information or Confidential Materials to prevent its further unauthorized use.

(B) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that KenzerCo shall be entitled to, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(C) Receiving Party shall return all originals, copies, reproductions, and summaries of Confidential Information or Confidential Materials at KenzerCo's request, or at KenzerCo's option, certify destruction of the same. Receiving Party shall be entitled to retain a secure copy of KenzerCo's Confidential Information for archival purposes only.

(D) KenzerCo may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

4. Miscellaneous

(A) The Receiving Party agrees that the KenzerCo's Confidential Information is and shall at all times remain the property of the KenzerCo. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the KenzerCo's intellectual property rights is hereby given or intended including any license implied or otherwise.

(B) Receiving Party agrees that it does not intend nor will it directly or indirectly, export or transmit any Confidential Information or Confidential Materials or any products, process or service that is the direct product of Confidential Information or Confidential Materials to any country to which such export or transmission is restricted by regulation or statute, without prior written consent of the Export Administration Office of the Department of Commerce or such other governmental entity as may have jurisdiction over such export or transmission.

(C) If any provision of this Agreement is held, by a court of competent jurisdiction, to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(D) This Agreement may not be assigned by either party without the prior written consent of the other and any such purported assignment shall be void.

(E) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as to Confidential Information and/or Confidential Materials. It shall not be modified except by a written agreement dated subsequent to the effective date of this Agreement, signed by both parties and including a copy of this Agreement as an attachment. This Agreement shall construed and controlled in accordance with the laws of the State of Illinois, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Illinois. Process may be served on either party by U.S. mail, postage, prepaid, certified or registered, return receipt requested, or by such other method as authorized by the Illinois Long Arm Statute.

(F) All obligations created by this Agreement shall survive change or termination of the parties' business relationship. Subject to the limitations set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement effective as of the date first herein stated.

RECEIVING PARTY

KENZER AND COMPANY

Name Date

Brian Jelke Date
Vice President
Kenzer and Company