

MUTUAL NON-DISCLOSURE AGREEMENT FOR PMAC MANUAL

THIS AGREEMENT is made the 12 day of Sept 1994, by and between Delta Tau Data Systems, a corporation organized and existing under the laws of the State of California having offices at 9036 Winnetka Ave., Northridge, CA. 91324, and

RAKO ELECTRONICS

Company Name ("The Customer"):

ADDRESS: P.O. Box 61387, Sunnyvale, CA, 94088

FAX: 408-745-6073 Phone: 408-745-1994

WHEREAS, the parties of this Agreement wish to disclose certain information for the purpose: of providing information about Delta Tau's PMAC, to "the Customer", by making available a PMAC technical manual for examination: for the purpose of determining PMAC adequacy for use in "Customer's" system, the parties hereto agree as follows:

1. For the purpose of this Agreement Confidential Information shall mean any information and data of a confidential nature, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement.
2. The parties agree that disclosure and receipt of Confidential Information with one another is for the purposes set forth above and for no other purpose.
3. All Confidential Information exchanged between the parties pursuant to this Agreement:
 - (a) shall not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees who have a reasonable need to know said Confidential Information;
 - (b) shall be treated by the receiving party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving party's own information of like importance which is to be kept secret;
 - (c) shall not be used by the receiving party for its own purposes or any other purpose except the purpose set forth above, except as otherwise expressly stated herein, without the express written permission of the disclosing party.
4. The PMAC manual shall be returned to Delta Tau within thirty (30) days, or upon demand. This agreement shall be effective as of the date first written above.
5. This Agreement is valid for a period of 2 years and does not apply to any information which is already in the public domain.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date specified above.

SIGNED FOR AND ON BEHALF OF:

SIGNED FOR AND ON BEHALF OF:

RAKO ELECTRONICS
(Company)

DELTA TAU DATA SYSTEMS

By [Signature]

By [Signature]

Title OWNER

Title Customer Service



DELTA TAU
DATA SYSTEMS, INC.

9036 WINNETKA AVENUE
NORTHRIDGE, CA. 91324
PH: (818) 998-2095
FAX: (818) 998-7807

FAX COVER SHEET

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Paul ROKO DATE: 9.9
COMPANY: _____ TIME: _____
FAX ORIGINATED BY: Cathy MacLaughlin FAX: 408-262-1916

TOTAL NUMBER OF PAGES INCLUDING THIS COVER SHEET ARE 2, IF ALL PAGES ARE NOT RECEIVED, PLEASE CALL FOR CORRECTION.

NEW IDEAS IN MOTION . . .

Please fill out & fax back
to me the following for
a flat at our
PMA's User's Manual.

Thanks