

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is entered into by and between E. Digital Corp. (known as "RECIPIENT"), both as an individual and on behalf of any entity represented by RECIPIENT, and William J. Boyer, Jr., doing business as William J. Boyer, Jr. and/or Aircraft Protective Systems, Inc. (collectively referred to herein as "William J. Boyer Jr."), on the date indicated below.

This Agreement shall govern the conditions of disclosure by WILLIAM J. BOYER, JR. to RECIPIENT of certain "Confidential Information" including but not limited to prototypes, drawings, data, trade secrets and intellectual property relating to the "Patent Pending" any and all products and/or materials disclosed in confidence by WILLIAM J. BOYER, JR. With regard to the Confidential Information, RECIPIENT hereby agrees:

1. Not to use the information therein except for evaluating its interest in entering a business relationship with WILLIAM J. BOYER, JR.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of WILLIAM J. BOYER, JR. except that:
 - a. which RECIPIENT can demonstrate by written records was previously known;
 - b. which are now, or become in the future, public knowledge other than through acts or omissions of RECIPIENT
 - c. which are lawfully obtained by RECIPIENT from sources independent of RECIPIENT;
4. That RECIPIENT shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by WILLIAM J. BOYER, JR.
5. It is understood and agreed that the subject matter and information being disclosed, and all novel aspects thereof, shall not be used commercially, nor otherwise to others by the RECIPIENT, either directly or indirectly, without the express prior written consent of WILLIAM J. BOYER, Jr.
6. Non-Competition: RECIPIENT agrees not to compete with APS, Inc. directly or indirectly during the term of this Agreement and for a period of seven (7) years after the termination of this agreement anywhere in the world by years after termination of this agreement anywhere in the world by manufacturing and/or selling like or similar components: (any and all components that APS, Inc. and manufactured, designed etc. RECIPIENT shall be deemed to be competing with APS, Inc. if it is a general or limited partner in a partnership that is competing with APS, Inc. or if RECIPIENT directly or as association is competing with APS, Inc.
7. Binding Effect of Agreement: RECIPIENT and APS, Inc. agree that all the terms and provisions of this agreement are valid and binding at all times.

WILLIAM J. BOYER, JR. will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

Dated this 02 day of April, 2002.

RECIPIENT:

By: 

Company Name

13114 Evening Creek Dr. So.

Address

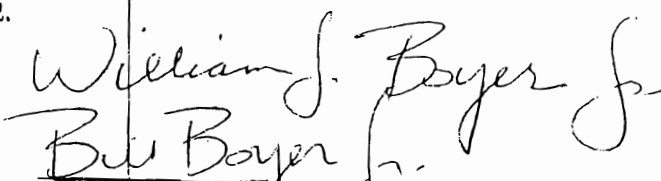
SAN DIEGO, CA. 92128

City/ State

Zip

(858) 679-1504

Phone Number


WILLIAM J. BOYER, JR., President