

MUTUAL NON-DISCLOSURE AGREEMENT

FAX TO:

VOREAL SOLUTIONS, INC

FAX NUMBER: 1-877-414-9175

RETURN COPY TO:

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MUTUAL NONDISCLOSURE AGREEMENT

MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”), dated as of (the “Effective Date”) between Voreal Solutions, Inc. with principal place of business at 13552 37th Ave. S., Tukwila, WA. 98168 and (the “Recipient”) with principal place of business at, (hereinafter referred to collectively as the “Parties” and individually as a “Party” or the “Other Party”).

WHEREAS, the Parties to this Agreement desire to evaluate and/or pursue a business relationship with each other; and

WHEREAS, to enable Voreal Solutions to make such evaluations, it and/or its Affiliates (as defined below), employees and agents will be disclosing Confidential Information (as defined below), to the Recipient and/or its Affiliates, employees and agents and desires to define the rights and obligations with respect to the handling and disclosure of such Confidential Information disclosed by or on behalf of Voreal Solutions.

WHEREAS, due to the sensitive and confidential nature of the information which will be disclosed, Voreal Solutions is only willing to make such disclosures upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.**

“Affiliate” means, with respect to a party, its parent company or an entity of which such party, its principal or any parent company owns, directly or indirectly, a majority of the capital stock or other voting interests in such entity.

“Confidential Information” means any information that either party discloses, whether in writing, electronically or orally, to the other party, whether in tangible or intangible form, which the Disclosing Party (as defined below) reasonably considers to be proprietary or confidential, or which it is obligated to a third party to keep confidential. Confidential Information includes, but is not limited to: (a) all information in whatever form transmitted relating to the past, present or future business affairs of each party, and any and all technical and non-technical information provided by either party to the other party; (b) patent and patent applications; (c) trade secrets; and (d) proprietary information, ideas, samples, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of

each of the parties, and including, without limitation each party's information concerning research, experimental work, development, design details and specifications, operations, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information of each party. Confidential Information disclosed in writing need not be marked confidential or proprietary to be considered Confidential Information of the Disclosing Party, but if information is disclosed in oral, visual or other non-tangible form, it shall be considered Confidential Information only if the Disclosing Party notifies the Receiving Party of its confidential nature at the time of disclosure.

“Disclosing Party” means a party hereto or an Affiliate thereof that discloses Confidential Information to the other party.

“Receiving Party” means a party hereto or an Affiliate thereof that receives Confidential Information from a Disclosing Party.

2. **Confidential Information.** The Receiving Party agrees to take all necessary and appropriate steps to keep confidential and protect Confidential Information of the Disclosing Party, including: (a) exercising no less care with respect to the Confidential Information than the level of care exercised with respect to its own Confidential Information; (b) restricting access to all Confidential Information to those employees and agents who have a “need to know” and advising such employees of their obligations to handle the Confidential Information with the highest degree of care and prudence to prevent a violation of this Agreement and who have signed a confidentiality agreement at least as restrictive in nature as this Agreement or otherwise authorized in writing by the Disclosing Party; (c) using the Confidential Information solely for the purpose set forth herein; and (d) not using, disclosing or allowing access to such Confidential Information by any third party (other than employees who have agreed in writing to maintain the confidentiality thereof) except as authorized by the Disclosing Party in writing.

3. **Obligation to Keep Confidential.** The Receiving Party shall not, without the written consent of the Disclosing Party, reproduce Confidential Information provided under this Agreement in any manner or for any purpose other than as reasonably necessary to enable the Receiving Party to perform the tasks and/or services specifically requested by the Disclosing Party. The Receiving Party shall maintain the confidentiality of, and otherwise treat hereunder, all Confidential Information received by it from an Affiliate of the Disclosing Party as though such Confidential Information was received from the Disclosing Party. Confidential Information shall not be reproduced by a Recipient thereof in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the Other Party by either Party shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Other Party.

4. **Obligation to Notify of Disclosure.** The Receiving Party shall immediately notify the Disclosing Party in writing of any disclosure, inquiry, or demand made by any third party of or for Confidential Information. In the event the Receiving Party receives a judicial or governmental subpoena or order to disclose Confidential Information, it shall give the Disclosing Party immediate written notice of such subpoena or order, and shall not disclose the Confidential Information demanded by such subpoena or order until the Disclosing Party has had a reasonable opportunity to seek judicial relief from such subpoena or order. In no event may the Receiving Party disclose portions of the Confidential Information that are not strictly necessary to ensure compliance with such judicial or government action.

5. **Non-prohibited Activity.** Each Party's obligations under this Agreement with respect to any portion of the Other Party's Confidential Information shall terminate when the Receiving Party can document that: (a) it was lawfully in the public domain at the time it was communicated to the Receiving Party by the Other Party; (b) it lawfully entered the public domain subsequent to the time it was communicated to the Receiving Party by the Other Party through no fault of the Recipient; or (c) it was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Other Party, as shown by contemporaneous written records.

6. **Proprietary Rights.** All right, title and interest in patents, copyrights, trademarks and trade secrets in Confidential Information shall remain in the Disclosing Party thereof. All data, designs, drawings, blueprints, tracings, plans, layouts, specifications, formulae and any and all other tangible Confidential Information which are furnished to the Receiving Party shall be and remain the exclusive property of the Disclosing Party. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Other Party.

7. **Termination.**

(a) This Agreement shall terminate one (1) year after the Effective Date, or may be terminated by either Party at any time. The Receiving Party's obligations under this Agreement with respect to Confidential Information already delivered shall survive termination of the Agreement between the Parties and shall be binding upon the Receiving Party's heirs, successors and assigns, as applicable.

(b) The Receiving Party's obligations under this Agreement shall survive termination of the Agreement between the Parties and shall be binding upon the Receiving Party's heirs, successors

and assigns. The Receiving Party's obligations with respect to all Confidential Information shall be terminated only pursuant to Section 7.

(c) Upon termination or expiration of the Agreement, or upon written request of the Other Party, each Party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

8. **Remedies.** Each Party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the Other Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by arbitration or a court of competent jurisdiction.

9. **Miscellaneous.**

(a) Neither Party shall communicate any information to the Other Party in violation of the proprietary rights of any third party.

(b) Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the Other Party.

(c) Each of the Parties agrees that the materials of the Other Party contain valuable Confidential Information and each Party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other Party without the prior written consent of the Other Party.

(d) Neither Party shall export, directly or indirectly, any technical data acquired from the Other Party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

(e) All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, by a recognized national overnight delivery service, by facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, the same business day if by facsimile during normal business hours, or the next business day if by facsimile after normal business hours or if by overnight delivery. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either Party may specify in writing.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard for its conflict of laws provisions. The Parties each agree that they are subject to the exclusive personal jurisdiction of the state and federal courts within the

State of Washington, and each waives the right to challenge the personal jurisdiction of those courts over it. The Parties further agree that any litigation or proceeding arising out of, or relating to, this Agreement (whether the same sounds in tort or contract or both) shall be commenced and maintained in a federal or state court located exclusively in the counties of Middlesex or other contiguous county, in the State of Washington, and for such purpose the Parties consent to any such court's exercise of personal jurisdiction over them.

(g) This Agreement may not be amended except by a writing signed by both Parties hereto. This Agreement is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements, or any oral agreements regarding the subject matter hereof.

(h) If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

(i) Each Affiliate of the parties shall be a third-party beneficiary of this Agreement, and shall have the right to enforce the provisions hereof.

(j) This Agreement sets forth the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior oral and written understandings, representations and discussions between them concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Please **initial each page and sign below**.

COMPANY:	
ADDRESS:	
TITLE:	
PRINTED NAME:	
SIGNATURE:	
DATE:	

COMPANY:	
ADDRESS:	
TITLE:	
PRINTED NAME:	
SIGNATURE:	
DATE:	

Init: _____

Init: _____