

NON-DISCLOSURE AGREEMENT

This Agreement is made this ___ day of _____, 20___, by and between Mashell, Inc., a Washington Corporation (“Company”) and _____, a _____ (“_____”).

WHEREAS, Company and _____ (individually a “Party” and collectively the “Parties”) have agreed to enter into discussions concerning certain business opportunities or the provision of goods and/or services by one Party to another Party, hereinafter referred to as the “Business Arrangement”, and

WHEREAS, it is anticipated that to assist the efforts of the Parties in evaluating the Business Arrangement, Company and _____ intend to provide to each other materials, documents and information and to hold discussions and meetings concerning the Business Arrangement, all of which shall be treated as confidential and which shall hereafter be referred to as “Confidential Information”, and

WHEREAS, both Parties desire to have any and all such Confidential Information kept in the strictest confidence and maintain their respective exclusive rights in and to the Confidential Information.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree, as follows:

1. Each Party agrees that it, its directors, officers, employees, agents and representatives will hold in strict confidence all Confidential Information received from the other Party and the Confidential Information will not be disclosed in any manner whatsoever. The Parties further agree that they shall maintain in strict confidence the fact that negotiations or discussions are taking place concerning the proposed Business Arrangement and the substance of any discussions or negotiations regarding the proposed Business Arrangement. Notwithstanding the foregoing, the Parties may disclose the fact that negotiations or discussions are taking place concerning possible Business Arrangement, if in written opinion of counsel, reasonably satisfactory to both Parties, such disclosure is required by law.

2. Confidential information includes, but is not limited to, client information, contact information, broker information, project information, and financial information, as well as manufacturing and production details and specifications.

3. This Agreement shall remain in full force and effect and each Party will continue to hold all Confidential Information in strict confidence until the earlier of:

- a. The execution of a definitive agreement concerning the Business Arrangement, in which case this Agreement shall be incorporated into such definitive agreement, or

- b. Two years from the date of the termination of discussions between the Parties regarding the proposed Business Arrangement.

4. The Parties further agree that they shall use the Confidential Information only in connection with their evaluations of the proposed Business Arrangement and shall not otherwise use any Confidential Information in their respective businesses or disclose it to others in any manner.

5. The Parties do not consider themselves to be a member of the general public for the purpose of receiving any of the Confidential Information and shall disclose to their employees Confidential Information only to the extent necessary to allow them to evaluate the proposed Business Arrangement. This Agreement shall not apply to Confidential Information which:

- a. is or becomes publicly available through no fault or breach of this Agreement by either of the Parties;
- b. is intentionally released in writing to the general public by the Party disclosing the information (this applies to the release by a Party of its own Confidential Information and not Confidential Information disclosed to it by the other Party);
- c. is lawfully obtained from third parties without breaching any provision of any non-disclosure agreement including, but not limited to this Agreement; or
- d. is previously known or developed by the receiving Party independently of the disclosing Party.

The above exceptions (a) through (d) shall be narrowly construed and shall not be interpreted by the receiving Party as justification for disregarding the obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within one or more exception, or otherwise, or because the Confidential Information is implied by but not specifically disclosed in information falling within the exception.

6. No license under any patent now or hereafter obtained or any other license or permit or right of use is granted, agreed to be granted, or implied by either this Agreement, or the disclosure of the Confidential Information. All Confidential Information shall remain the sole and exclusive property of the disclosing Party.

7. The Parties will not use or sell for their own personal purposes any of the Confidential Information unless specifically authorized by the disclosing Party in writing by way of a purchase order, license agreement, or otherwise.

8. The Parties further agree not to make or allow to be made any copies or reproductions of any of the Confidential Information unless specifically authorized to do so in writing by the disclosing Party.

9. The Parties will have appropriate written agreements with their respective employees whose services they may require sufficient to enable them to comply with all the terms of this Agreement.

10. The Parties shall return to the disclosing Party all Confidential Information which has been provided upon the request of the disclosing Party and shall not retain copies of such Confidential Information. To the extent that the Parties have made or prepared evaluations, notes or other materials regarding the proposed Business Arrangement based in whole or in part on any Confidential Information, each Party further agrees that, upon the written request of the other Party, it shall destroy all such materials, including any copies, and shall furnish to the other Party a certificate, signed by an officer of said Party, attesting to such destruction.

11. Neither Party shall, without the prior written consent of the other Party issue any statement, confirm, or otherwise disclose to the general public, to any news media, or to any third party (a) any portion of the Confidential Information, (b) the fact that discussions are taking or have taken place regarding the proposed Business Arrangement, (c) that the Parties have exchanged information with a view toward the consummation of an agreement or arrangement involving the Business Arrangement or (d) the existence of this Agreement. In the event that either Party reasonably determines that it is required by law to make any such disclosure, said Party shall as promptly as possible notify the other and allow such other Party a reasonable opportunity to seek an injunction or other equitable relief preventing the proposed disclosure.

12. A disclosing Party shall have no liability arising from or relating to any use of or reliance upon any information disclosed to a receiving Party pursuant to this Agreement.

13. The Parties agree that money damages would not be an adequate remedy for any breach of this Agreement and that, in the event of any breach, the Parties shall be entitled to seek injunctive relief or any other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of any action at law or in equity arising from or concerning this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees.

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14. This Agreement shall be governed by the laws of the State of Washington. There are no understandings, agreements, or representations, express or implied, regarding the Confidential Information or the Transaction not specified herein. This Agreement may not be amended except in a writing signed by both Parties. This Agreement shall not be assigned or delegated in any manner without the prior written consent of both Parties and any attempted assignment or delegation without such prior written consent shall be void.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date first above written.

By: _____

By: _____

Title: _____

Title: _____