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MUTUAL NON DISCLOSURE AGREEMENT

This Mutual Non Disclosure Agreement (“Agreement”) between CBC Partners, LLC , a Washington Limited Liability Company (“CBC Partners”) and _____, a _____, is made and shall be effective as of _____, 2012 (the “Effective Date”).

RECITALS

WHEREAS, CBC Partners and _____ mutually desire to commence discussions concerning a possible business relationship between CBC Partners and _____; and

WHEREAS, in order to pursue these discussions, the parties may agree to mutual disclosures of certain data and other information which is of a proprietary and confidential nature (as defined in paragraph 1 below and referred to herein as "Confidential Information");

NOW, THEREFORE, in order to assure one another that the Confidential Information obtained by one party from the other party will not be misused, the parties have agreed and do hereby confirm that:

1. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean any facts, opinions, conclusions, projections, data, information, trade secrets or know-how relating to any research project, work in process, future development, engineering, manufacturing, marketing, financial, financing, investment, or personnel matter relating to either party, its present or future products, technology, sales, customers, employees, investors, prospects, markets or business, whether communicated orally or in writing or obtained by either party through observation or examination of the other party's facilities or procedures.

2. Non-Disclosure. Each party acknowledges that irreparable injury and damage will result from disclosure to third parties, or utilization for purposes other than those connected with the proposed acquisition or other business relationship, of the other party's confidential Information. A receiving party shall not, without the prior written consent of the disclosing party, disclose any Confidential Information of the disclosing party to anyone other than directors, employees and other representatives of the receiving party for the limited purpose of deciding whether to go forward with the proposed acquisition or other business relationship and shall not use any such Confidential Information except pursuant to and in the course of deciding to go forward with the proposed acquisition or other business relationship; provided, however, that a receiving party shall not have any liability to a disclosing party under this Agreement with respect to the disclosure and/or use of any such Confidential Information as the receiving party can establish:

(a) has become publicly known without breach of this Agreement or other action by the receiving party;

(b) was known by or available to the receiving party prior to receipt under this Agreement, without obligation to keep it confidential; or

(c) was received by the receiving party, subsequent to disclosure of such information pursuant to this Agreement, in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential.

3. Use of Confidential Information. Each party shall keep and hold as confidential, and shall require their respective employees or representatives to keep and hold as confidential, any and all Confidential Information received pursuant to this Agreement, in the same manner and with the same protection as such party maintains its own confidential information. A receiving party shall not make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by a disclosing party to the receiving party except such as are necessary for the receiving party's internal communications in connection with the limited purposes set forth in the recitals of this Agreement. Each party shall take all security precautions to protect from disclosure and keep confidential the other party's Confidential Information as may be necessary, including without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information. Each receiving party further agrees to indemnify each disclosing party against any loss or liability resulting from, or arising in connection with, unauthorized use or disclosure of the disclosing party's Confidential Information by the receiving party or its directors, employees or other representatives.

4. Non-Circumvention. Each party wishes to explore various possible business transactions and/or relationships, to reveal certain business, financial and strategic information and to introduce certain business opportunities related to each party's existing business. Each party hereby covenants and agrees that it will not circumvent the other party with respect to existing business deals and relationships without the prior written consent of the other party, which shall be provided in its sole discretion.

5. Return of Confidential Information. The receiving party shall promptly deliver to the disclosing party, at its request at any time after termination of the discussions relating to the proposed acquisition or other business relationship, for any reason or in any manner whatsoever, any documents containing Confidential Information and any copies thereof which such party may have.

6. Retention of Legal Rights. Each party retains all rights and remedies with respect to its Confidential Information afforded it under the patent and other laws of the United States and the States thereof, including without limitation any laws designed to protect proprietary or confidential information.

7. Public Announcement. All public announcements or other statements to third parties related to the discussions referred to in the recitals of this Agreement by either of the parties shall be subject to prior approval by the other party, except for such statements as may be necessary,



in the opinion of their respective counsel, to comply with the requirements of any law, governmental order, or regulation.

8. No Creation of Ownership Rights. Nothing in this Agreement, nor any action taken by either party, including, without limitation, any payment of moneys by one party to another party, during any discussions prior to the consummation of the proposed acquisition or other business relationship shall be construed to convey to either party any right, title or interest in any Confidential Information of the other party, or any license to use, sell, exploit, copy or further develop in any way any Confidential Information of the other party. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which either party has any right, title or interest.

9. Applicable Law. This Agreement shall be governed for all purposes by the law of the State of Washington as it applies to contracts made and to be performed entirely within the State.

10. Entire Agreement, Amendments, Prior Discussions. This Agreement constitutes the final, exclusive and complete statement of the parties agreement respecting the subject matter addressed herein. This Agreement may not subsequently be amended or modified except by a writing signed by both parties hereto. Each party hereby confirms that any information disclosed to the other, or any discussions held between them, prior to the date of this Agreement shall be subject to the terms of this Agreement.

11. Term and Termination. This Agreement shall become effective as of the date first above written and shall continue for three (3) years unless earlier terminated by mutual agreement of the parties hereto.

12. Successors and Assigns; Survival. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns. This Agreement shall survive the cessation of any discussions between the parties with regard to the proposed acquisition or other business relationship.

13. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

By: _____
Name: _____
CBC Partners, LLC
Title: _____

By: _____
Name: _____
Company: _____
Title: _____