



**PURCELL SYSTEMS, INC.
MUTUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made between and between Purcell Systems, Inc., a Delaware corporation ("Purcell") and _____

_____, a Company with its principle place of business at _____

("Company").

In connection with an existing or contemplated business relationship between Purcell and Company, each party (a "Receiving Party") may receive or obtain knowledge of certain information regarding the other party (a "Disclosing Party") that is either non-public, confidential or proprietary in nature. In order to set forth the terms and conditions on which the parties will disclose confidential information to each other, the parties hereto agree as follows:

1. Confidential Information.

1.1 "Confidential Information" means all non-public, confidential or proprietary information regarding the Disclosing Party, including without limitation such information regarding its business plans, strategies, techniques or ideas, product or service concepts, market studies, software in various stages of development, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, vendors, service providers, price lists, pricing policies and financial information, and information received from others that the Disclosing Party is obligated to treat as confidential, together with analyses, compilations, studies or other documents prepared by the Receiving Party or its employees, officers, directors, consultants, attorneys, financial advisors or other representatives (collectively, "Representatives") which contain any such information. Confidential Information disclosed to any Representative of either party to this Agreement will be deemed to have been disclosed to that party.

1.2 Confidential Information does not include: (i) information which is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) information which the Receiving Party establishes was: (x) known to the Receiving Party before it was obtained from the Disclosing Party; (y) obtained by the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, or its Representatives, which is not prohibited from disclosing such information to the Receiving Party by contractual, legal or fiduciary obligation; or (z) independently developed by persons employed by the Receiving Party and not privy to the Confidential Information.

1.2(a): Any process, material, information overheard, or observation made regarding Purcell's

clients, products, etc. while performing services on or around the premises of Purcell Systems shall be deemed confidential and proprietary to Purcell Systems.

1.3 Notwithstanding any other provision of this Agreement, information shall not be deemed Confidential Information unless it is disclosed in tangible form and marked as "proprietary" or "confidential" prior to disclosure or identified as such in writing within thirty (30) days following such disclosure. Information disclosed orally or visually will be treated as Confidential Information only if a summary thereof is reduced to tangible form, marked "proprietary" or "confidential" and sent to the Receiving Party within thirty (30) days of such disclosure.

2. Restrictions.

2.1 The term of this Mutual Non-Disclosure Agreement is for a period of one (1) year. For a period of five (5) years from the date of disclosure, the Confidential Information shall not be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, without the prior written consent of the Disclosing Party, and shall not be used by the Receiving Party or its Representatives other than in connection with the business relationship described above. The Receiving Party shall take reasonable precautions, at least as great as the precautions it takes to protect its own most valuable confidential information, to keep the Confidential Information confidential. The terms of this paragraph 2.1 shall survive the termination of this Agreement.

2.2 The Receiving Party may disclose Confidential Information only to its Representatives, Subcontractors, and Agents who need to know the Confidential Information for purpose of evaluating or performing the business relationship described above, provided the Receiving Party shall execute appropriate written agreements with its Representatives sufficient to enable it to comply with all the provisions of this Agreement. The Receiving Party shall be responsible for any improper disclosure or use of Confidential Information by its Representatives (including employees who, subsequent to the first date of disclosure of the Confidential Information hereunder, become former employees). The Receiving Party shall take all commercially reasonable measures to restrain its Representatives, either present or former, from unauthorized disclosure or use of the Confidential Information.

2.3 The Confidential Information, except for that portion which consists of analyses, compilations, studies or other documents prepared by the Receiving Party or its Representatives, will be returned to the Disclosing Party promptly following Disclosing Party's request. Upon such request, that portion of the Confidential Information which consists of analyses, compilations, studies or other

documents prepared by the Receiving Party or its agents, representatives or employees, will be destroyed.

2.4 Confidential Information may be disclosed to the extent required by judicial or other governmental order, provided the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure, shall cooperate in the Disclosing Party's attempt to obtain a protective order or equivalent protection as the Disclosing Party may reasonably request, and shall comply with any applicable protective order or equivalent.

2.5 Without the Disclosing Party's prior written consent, the Receiving Party will not for a period of one year from the date of this Agreement directly or indirectly solicit for employment or engagement any person employed or engaged by the Disclosing Party who participates meaningfully in the negotiation or performance of the business relationship between the Receiving Party and the Disclosing Party referenced above or in the presentation of Confidential Information regarding the Disclosing Party.

2.6 Without the Disclosing Party's prior written consent, the Receiving Party will not for a period of one year from the date of this Agreement directly or indirectly use the Confidential Information to solicit any current or then existing client of the Disclosing Party for products or services which the Disclosing Party supplies or has offered to such client, such Confidential Information to include without limitation the identity of the client if the identity is obtained from the Disclosing Party, whether or not such information is marked as "confidential or proprietary"; provided, however, that nothing contained in this Section shall prohibit, restrain or limit the Receiving Party from making any proposal, so long as such proposal does not involve the use of Confidential Information required to be maintained in confidence under the terms of this Agreement.

3. Rights and Remedies.

3.1 The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the Receiving Party, and will cooperate with the Disclosing Party in every reasonable

way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

3.2 The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous.

4.1 All Confidential Information and Confidential Materials are and shall remain the property of the Disclosing Party, and neither party grants any express or implied right to any patents, copyrights, trademarks, or trade secret information.

4.2 All Confidential Information is provided "as is" and without warranty of any kind. This Agreement does not constitute a commitment by either party to enter into any business relationship with the other or to continue any business relationship which may presently exist.

4.3 Both parties agree that they do not intend nor will they, directly or indirectly, export or re-export any Confidential Information without full compliance with the export laws of the United States.

4.4 This Agreement shall be governed by the laws of the State of Washington.

4.5 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns; provided, however, that neither party may assign this Agreement or any interest hereunder without the prior written consent of the other party.

4.6 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.7 This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY:

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

PURCELL SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Address: 16125 E. Euclid Avenue

Spokane Valley, WA 99216

Date: _____