

## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "**Effective Date**"), by and between DETECH INC., a Washington State corporation, having its principal place of business at 10002 182<sup>nd</sup> Ave. SE, Issaquah, WA 98027 ("**Owner**"), and \_\_\_\_\_, a \_\_\_\_\_, having its principal place of business at \_\_\_\_\_

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("Receiving Party"). (Owner and Receiving Party shall be referred to, collectively, as the "**Parties**" or individually as a "**Party**".)

WHEREAS, Owner desires to provide and Receiving Party desires to receive information considered to be confidential or proprietary by Owner; and

WHEREAS, prior to providing such information, Owner requires a Non-Disclosure Agreement from Receiving Party;

NOW, THEREFORE, in order to induce Owner to disclose such proprietary or confidential information to Receiving Party and to ensure protection of such information, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Definitions. As used in this Agreement:

- (a) "**Affiliates**" means entities controlling, controlled by or under common control with Owner.
- (b) "**Confidential Information**" means: (1) any information, whether tangible or intangible in written or machine readable form that Receiving Party receives from Owner that is marked "Proprietary" or "Confidential" at the time of disclosure; and (2) any information disclosed orally or visually to Receiving Party, provided that such information is orally identified as "Confidential" or "Proprietary" prior to or at the time of its disclosure and is summarized in writing by Owner and provided to Receiving Party within 30 days of the date of such disclosure.
- (c) "**Purpose**" means (1) discussing, assessing or evaluating a Party's interest in establishing or furthering a current or future business relationship between the Parties;

and (2) to the extent this Agreement is incorporated by reference into any other agreement between the Parties, achieving the objectives of that agreement.

2. Use of Confidential Information.

(a) Receiving Party agrees that it will only use the Confidential Information to the extent necessary for the Purpose.

(b) Except as provided in this Agreement, Receiving Party shall not intentionally disclose to any other person, firm or corporation or use for its own benefit any of the Confidential Information.

(c) Receiving Party may disclose the Confidential Information to the employees, officers and directors of Receiving Party, who need to know such Confidential Information in connection with the Purpose and who receive such information subject to the same or comparable restrictions as are contained in this Agreement. Receiving Party may disclose the Confidential Information to its consultants and agents (collectively, "**Representatives**"), who need to know such Confidential Information in connection with the Purpose, provided the Representatives have entered into a separate non-disclosure agreement enforceable by Owner with the same or comparable restrictions as are contained in this Agreement

(d) Receiving Party shall use at least the same degree of care, but in no event less than reasonable care, to avoid inadvertent disclosure or unpermitted use of the Confidential Information which it employs with respect to its own proprietary or confidential information which it does not wish to have disseminated, published or disclosed.

3. Inapplicability of Restrictions. There shall be no restriction under this Agreement with respect to any portion of the Confidential Information which:

(a) is known to Receiving Party at the time of its disclosure without breach of this Agreement.

(b) is or becomes publicly known through no wrongful act of Receiving Party.

(c) is received from a third party without breach of the restrictions contained in this Agreement.

(d) is independently developed by Receiving Party without breach of the restrictions contained in this Agreement.

(e) is approved for release by Owner.

(f) is requested or required to be disclosed by court order, government agency action or other legal process. In such event, Receiving Party shall, to the extent permissible under applicable law, notify Owner of any such request in sufficient time to enable Owner to contest or prevent such disclosure or seek entry of an appropriate protective order. Receiving Party shall cooperate with Owner, at Owner's expense, in seeking to protect the Confidential Information.

4. Ownership. All Confidential Information disclosed pursuant to this Agreement is and shall remain the property of Owner or any licensor of any such information to Owner. Receiving Party shall not alter or remove any confidentiality or proprietary marking on the Confidential Information and, subject to the foregoing, may make such limited number of copies of the Confidential Information to the extent necessary to achieve the Purpose. Within 15 days of Owner's request, Receiving Party shall promptly return the Confidential Information and all copies thereof to Owner or destroy the Confidential Information, including all copies thereof, purge its computer systems of such Confidential Information, and certify such destruction in writing signed by a duly authorized officer.

5. No License or Other Rights. No license or other rights under any patent, copyright, trademark or trade secret are granted or implied by this Agreement. Neither this Agreement nor the disclosure or receipt of Confidential Information shall be construed to create any obligation of a Party to enter into any agreement or relationship with the other Party or to purchase from or provided to the other Party any service or product.

6. Notices. Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization or other information is proper or required to be given by either Party, such notice, consent, approval, authorization or other information shall be in writing and shall be given or made by reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested, and with all postage prepaid, addressed as follows:

If to Owner, to: DETECH INC.  
10002 182<sup>ND</sup> AVE. SE  
ISSAQUAH, WA 98027  
Attention: DOUGLAS GEDNEY, CEO

If to Receiving  
Party, to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Either Party may change the person to whom notices shall be sent or its notice address by notice given in accordance with this section. Notice shall be deemed received on the date of receipt or the date on which receipt is refused.

11. Other.

(a) The term of this Agreement shall commence on the Effective Date and shall expire three years thereafter, unless either Party earlier terminates this Agreement upon at least ten days' prior notice to the other Party. The restrictions and obligations set forth in this Agreement shall survive any expiration or termination of this Agreement for three years from the date of such expiration or termination with respect to Confidential Information disclosed under this Agreement prior to the date of such expiration or termination.

(b) This Agreement shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

(c) HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVE ALL RIGHTS TO TRIAL BY JURY AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE.

(d) Receiving Party acknowledges and agrees that Owner shall be irreparably harmed in the event Receiving Party breaches or threatens to breach its obligations under this Agreement and that money damages would be inadequate to remedy any such breach or threatened breach. Receiving Party agrees that, in addition to whatever remedies may be available to Owner under applicable law, Owner shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by Receiving Party without posting any bond in connection therewith. Receiving Party agrees that it shall reimburse Owner for all costs and expenses, including reasonable attorneys' fees and costs, incurred by Owner in successfully enforcing the provisions of this Agreement.

(e) Neither Party shall export, directly or indirectly, any Confidential Information received under this Agreement or any product that utilizes such Confidential Information to any country or to any foreign national for which governmental authorization is required, without first obtaining such authorization.

(f) This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party shall assign this Agreement or any Confidential Information received from the other Party pursuant to this Agreement without the other Party's prior written consent.

(g) This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes any other agreements between the Parties, express or implied, with respect to such subject matter. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the Parties.

(h) The relationship between the Parties is that of independent contractors. This Agreement does not establish a joint venture, agency or partnership between the Parties, nor does it create an employer-employee relationship. Neither Party shall have any authority or power to bind the other Party, to create a liability against the other Party, to incur any obligations on behalf of the other Party or to represent that the other Party is in any way responsible for it. Neither Party shall hold itself out as having any such authority.

(i) No waiver of, or the failure of either Party to require strict compliance with, any provision of this Agreement in any respect shall be deemed to be a waiver of such Party's right to insist upon strict compliance with such provision or with all other provisions of this Agreement. No waiver by either Party of any breach or default of this Agreement shall constitute a waiver of any other or subsequent breach or default. No waiver shall be binding unless executed in writing by the Party against whom the waiver is sought to be enforced.

(j) Each Party acknowledges that it has had the opportunity to have legal counsel review this Agreement and to negotiate its terms and conditions. Should any questions of construction or interpretation of this Agreement arise, the Parties agree that no presumption shall be applied against the Party drafting this Agreement or any portion thereof and that the language of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against either Party.

(k) This Agreement may be executed in any number of counterparts (and by different Parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronically shall be constitute delivery of a manually executed counterpart of this Agreement and shall have the same force and effect as a document bearing original signatures.

(l) Each Party represents that the individual executing this Agreement on its behalf is duly authorized to bind such Party to this Agreement according to its terms.

**OWNER: DETECH INC.** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(print please)

**RECEIVING PARTY:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(print please)

END