



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the "Agreement"), dated and effective as of the last signature date below (the "Effective Date"), is made and entered into by and between the undersigned parties. The parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" means any trade secrets or other information of Discloser that is not generally available to the public, whether of a technical, business or other nature (including, without limitation, information relating to Discloser's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects or other affairs), that is disclosed to Recipient during the Term and that is labeled as "Confidential" or "Proprietary" or that Recipient knows or has reason to know is confidential, proprietary or trade secret information of Discloser. Confidential Information also includes any information that has been made available to Discloser by third parties that Discloser is obligated to keep confidential. Confidential Information does not include any information that: (a) is or was acquired by Recipient from a third party and is not subject to an unexpired obligation to such third party restricting Recipient's use or disclosure thereof; (b) is independently developed by Recipient without reliance upon or use of any of the Confidential Information; or (c) is or has become generally publicly available through no fault or action of Recipient.

1.2 "Discloser" means a party that discloses any of its Confidential Information to the other party under this Agreement.

1.3 "Recipient" means a party that receives any Confidential Information from the other party under this Agreement.

1.4 "Term" means the period beginning with the Effective Date and ending two (2) years after the Effective Date, unless terminated sooner by one party providing ten (10) days' written notice of termination to the other party.

2. CONFIDENTIALITY

2.1 Confidential Information is made available to Recipient solely for the purpose of pursuing a business relationship between the parties. Recipient will not use, disclose, disseminate or distribute any Confidential Information for any other purpose without the prior written consent of Discloser.

2.2 Recipient will protect Confidential Information from any unauthorized use, disclosure, copying, dissemination or distribution. Without limitation of the foregoing, Recipient will: (a) make the Confidential Information available only to those of its employees, agents and other representatives who have a need to know the same for the purpose specified in paragraph 2.1, who have been informed that the Confidential Information belongs to Discloser and is subject to this Agreement, and who have agreed or are otherwise obligated to comply with this Agreement; (b) not disclose the Confidential Information to any

third party; (c) reproduce or copy the Confidential Information only as reasonably required for the purpose specified in paragraph 2.1; (d) not deliver, distribute, display, demonstrate or otherwise make available the Confidential Information to any third party except as provided in clause (a) above; (e) not reverse engineer, decompile or disassemble any Confidential Information and (f) not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature.

2.3 Recipient will use reasonable and appropriate methods to protect Confidential Information from disclosure pursuant to paragraph 2.2, provided that such methods are no less stringent than the methods Recipient uses to protect its own Confidential Information.

2.4 Notwithstanding paragraph 2.2, Recipient may disclose or produce any Confidential Information if and to the extent required by any discovery request, subpoena, court order or governmental action, provided that Recipient gives Discloser reasonable advance notice of the disclosure so Discloser may object and obtain a protective order or other appropriate relief regarding the disclosure.

2.5 All Confidential Information is the property of Discloser. This Agreement will not be interpreted or construed as granting any license or other right under any patent, copyright, trademark, trade-secret or other proprietary right. Recipient will promptly destroy Confidential Information or deliver it to Discloser upon Discloser's request. Upon Discloser's request, Recipient will certify in writing its destruction of such Confidential Information.

2.6 Recipient will comply with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information (including, but not limited to, any and all laws relating to Discloser's proprietary rights).

3. MISCELLANEOUS

3.1 Discloser warrants that it has the right to make the Confidential Information available to Recipient as provided for in and subject to this Agreement. Discloser does not make any other representation or warranty, express or implied, with regard to any Confidential Information. Without limitation of the foregoing, the Confidential Information is made available under this Agreement "AS IS," with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.

3.2 Recipient's obligations with respect to any Confidential Information will survive the expiration of the Term for a period of seven (7) years.

3.3 The Parties agree that any breach or threatened breach of this Agreement by Recipient may cause harm to Discloser for which money damages may not provide an adequate remedy. In the event of a breach or threatened breach of this Agreement, in addition to any other available remedies, Discloser may seek temporary or permanent injunctive relief restraining Recipient from disclosing or using its Confidential Information.

3.4 The protections afforded to the Confidential Information under this Agreement are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets laws, including the Uniform Trade Secrets Act.

3.5 The Parties acknowledge that the Confidential Information covered by this Agreement may be subject to export laws and regulations. The Recipient will not export any of the Discloser's Confidential Information by any means, including electronically, in violation of any applicable export laws or regulations, including without limitation the laws of the United States and the regulations of the United States Department of Commerce and Department of State. The Recipient shall first obtain the written consent of the Discloser to request authority to export Discloser's Confidential Information.

3.6 This Agreement shall be governed by and construed under Washington law without reference to its choice of law principles.

3.7 This Agreement may not be amended, except by a writing signed by both parties.

Full Legal Name of Company (please print)

By _____
Signature/Date

Name/Title (please print)

ECHODYNE CORP.

By _____
Signature/Date

Name/Title (please print)