

NON-DISCLOSURE AGREEMENT

WHEREAS, _____ (hereinafter referred to as OWNER) wishes to transmit to _____ (hereinafter referred to as RECIPIENT), certain information deemed proprietary to OWNER that relates to _____;

WHEREAS, RECIPIENT wishes to receive such information for the purpose of evaluating the technology and entering into a relationship with OWNER;

NOW, THEREFORE, RECIPIENT agrees that for the earlier of a period of three (3) years from the date of this Agreement or prior to the publication date of any patent applications relating to _____ owned or assigned to OWNER, RECIPIENT shall not disclose any information RECIPIENT receives from OWNER through oral or written disclosure that is identified or marked PROPRIETARY, PRIVATE or CONFIDENTIAL to any other person, firm, or corporation, or use the information for RECIPIENT'S own benefit except as provided herein, and shall use at least the same degree of care to avoid disclosure or use of such information as OWNER uses for OWNER'S own PROPRIETARY information of like importance. Further, during the same time period, RECIPIENT agrees not to issue or release for publication any articles, advertising materials, or publicity matters that (1) relate to proprietary information that is transmitted hereunder or (2) identify or imply OWNER'S identity or its personnel in association with the subject matter of this Agreement.

The parties hereto agree that information shall not be deemed PROPRIETARY and RECIPIENT shall have no obligation with respect to any such information which:

- (i) is already known to RECIPIENT; or
- (ii) is or becomes publicly known through no wrongful act of RECIPIENT; or
- (iii) is received from a third party without similar restriction and without breach of this Agreement; or
- (iv) is independently developed by RECIPIENT; or
- (v) is approved for release by written authorization of OWNER.

In the event that RECIPIENT is required to disclose the received PROPRIETARY information to any agency of the U.S. Government, RECIPIENT shall promptly provide OWNER written notice of such a requirement and shall not disclose the PROPRIETARY information to the government agency until two weeks after sending the written notice.

RECIPIENT shall not be liable for (1) inadvertent disclosure or use of PROPRIETARY information provided that (a) RECIPIENT uses at least the same degree of care in safeguarding such PROPRIETARY information as OWNER uses for OWNER'S own PROPRIETARY

information of like importance, and (b) upon discovery of such inadvertent disclosure or use of such PROPRIETARY information, RECIPIENT shall endeavor to prevent any further inadvertent disclosure or use, and (2) unauthorized disclosure or use of PROPRIETARY information by persons who are or who have been in its employ, unless it fails to safeguard such PROPRIETARY information with at least the same degree of care as OWNER uses for OWNER'S own PROPRIETARY information of like importance.

All Data delivered by OWNER to RECIPIENT pursuant to this Agreement shall be and remain the property of OWNER, and all such data, in any tangible medium of expression, and any copies thereof shall be promptly returned to OWNER upon written request, or destroyed at the option of OWNER.

It is not the desire of OWNER to be afforded access to confidential information; therefore, it is agreed that any information that RECIPIENT supplied to OWNER shall not be subject to an obligation of confidence (notices on RECIPIENT'S drawings, proposals, drafts, tables, specifications and the like to the contrary notwithstanding), and OWNER shall not be liable for any use or disclosure of such information except for such liability as may arise out of the infringement of valid patents. RECIPIENT also agrees that RECIPIENT will not disclose to OWNER any information that RECIPIENT holds subject to an obligation of confidence to any third party.

This Agreement shall be governed and construed in accordance with the laws of Oregon and shall benefit and be binding upon the parties hereto and their respective successors and assigns. This Agreement represents the entire understanding between the parties in relations to matters dealt with herein and supersedes all previous agreements, covenants and representations made by either party, whether written or oral, on the subject matter hereof. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly, or otherwise for any invention, discovery or improvement made, conceived, or acquired prior to or after the date of this Agreement.

IN WITNESS WHEREOF, the parties here agree that the effective date of this Agreement shall be the _____ day of _____ 200__.

OWNER:
By: _____
Title: _____
Date: _____

RECIPIENT:
By: _____
Title: _____
Date: _____