

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into and made effective as of _____, 20__ ("Effective Date"), by and between bLoyal (a DBA of EVT Solutions, Inc.) located in Redmond, Washington and _____ ("Company").

The purpose of this Agreement is to facilitate the exchange of proprietary information and/or technical data concerning concepts, plans, proposals, markets, implementation steps, financial projections and goals relating to business ventures that either party has or may undertake. The parties each agree to disclose certain information to the other party, which the disclosing party considers confidential and proprietary. Each party wishes to review the information received under this Agreement only for the purposes of evaluating the information to determine whether to enter into a business relationship and/or provide services relating to the purpose. The intent of the parties is to protect the data or information which each elects to disclose, but not to obligate either party to disclose any data or information.

The party disclosing confidential or proprietary information (including its affiliates, directors, officers, employees, financial advisors, legal counsel, accountants or other agents, advisors or representatives) is referred to as the "Disclosing Party," and the party receiving confidential or proprietary information (including its affiliates, directors, officers, employees, financial advisors, legal counsel, accountants or other agents, advisors or representatives) is referred to as the "Receiving Party."

1. CONFIDENTIAL INFORMATION. "Confidential Information," means any non-public information, including, without limitation, customer lists, business plans and proposals, financial information, marketing information, technical information, standard and special pricing information, reseller agreements, problem solving methods, implementation steps, know-how, technology, trade secrets and drawings and renderings related to each party's ongoing and proposed businesses, products and services which is being provided or which has been provided to the Receiving Party by the Disclosing Party, or which is obtained by the Receiving Party from its meetings and contacts with the Disclosing Party, or any information derived by Receiving Party from information so provided or obtained. Confidential Information includes all written or electronically recorded materials identified and marked as confidential or proprietary or which on their face appear to be confidential or proprietary, information which is demonstrated and observed by the Receiving Party as being Confidential Information during a visit to the Disclosing Party's facility and oral disclosures of Confidential Information by the Disclosing Party which are identified as confidential at the time of disclosure.

Confidential Information does not include any of the following:

- (a) information that is publicly available without violation of this Agreement by the Receiving Party;
- (b) information that was known to the Receiving Party on a non-confidential basis before disclosure under this Agreement, as evidenced by written records;
- (c) information that was developed independently by the Receiving Party's employees, which employees have not received the Confidential Information, as established by written records;
- (d) information that is disclosed to the Receiving Party by a third party under no obligation of confidentiality to the Disclosing Party and without violation of this Agreement by the Receiving Party; or
- (e) information that is authorized by the Disclosing Party in writing for disclosure or release by the Receiving Party.
- (f) The burden of proving that information may be disclosed because it does not fall within the definition of Confidential Information shall be on the Receiving Party.

2. PERFORMANCE OF AGREEMENT. The parties agree that it is imperative for each of them that the Confidential Information remain confidential. Accordingly, in order to maintain the confidentiality of the Confidential Information, and in consideration of each party's making it available to the other party, the parties hereby further agree as follows:

- (a) not to disclose or otherwise reveal, without the Disclosing Party's prior written consent, any portion of the Confidential Information or any notes, extracts, summaries or other materials derived from the Confidential Information;
- (b) to advise each Receiving Party representative to whom any Confidential Information is to be made available of the confidential nature of such Confidential Information and of the terms of this Agreement before making such information available to such representative;
- (c) not to use the Confidential Information for personal gain or to advance or support its business ventures or the business ventures of third parties, other than for the purposes contemplated by this Agreement and for no other purpose;
- (d) to promptly return to the Disclosing Party (or its designees), upon the Disclosing Party's request, all Confidential Information and all copies thereof;

- (e) the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other objects which embody the Disclosing Party's Confidential Information;
- (f) upon discovery of an unauthorized disclosure, the Receiving Party shall endeavor to prevent further disclosure or use and shall notify the Disclosing Party immediately.
- (g) neither party makes any representation or warranty as to the accuracy or completeness of the Confidential Information, and that neither party shall have any liability resulting from use of the Confidential Information by the other.

Notwithstanding any other terms or conditions of this Agreement, the Receiving Party may disclose Confidential Information to satisfy a legal demand by a court of competent jurisdiction, provided however that the Receiving Party shall have first advised the Disclosing Party prior to the disclosure so that the Disclosing Party has had the opportunity to seek appropriate relief from the court order, and provided further that the Receiving Party shall disclose only that portion of the Confidential Information which is legally required to be disclosed and request confidential treatment of the Confidential Information by the court.

3. NOTICES. All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, (i) when personally delivered, (ii) three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or (iii) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the addresses which follow their signatures below (or at such other address or number as is given in writing by either party to the other).

4. RETURN OF CONFIDENTIAL INFORMATION. Upon termination of this Agreement, the Receiving Party agrees to return to the Disclosing Party or certify as destroyed all copies of the Confidential Information, in whatever form, including written or electronically recorded information received under this Agreement. One copy may be kept for archival purposes.

5. TERM OF AGREEMENT. This Agreement shall terminate three (3) years from the Effective Date, unless extended by mutual written agreement, but may be terminated prior to that time as to receipt of further information by either party on thirty (30) days written notice. Each party's obligations under Sections 1, 2, and 4 hereof shall survive any termination for a period of three (3) years.

6. NO LICENSE/COMMITMENT/OBLIGATION. Neither the execution of this Agreement nor the furnishing of any information shall be construed by the Receiving Party as granting any license or any other rights other than as set forth herein under any trade secrets, copyrights or patents now or hereafter owned by or controlled by the Disclosing Party, or under any trade secrets, copyrights or patents in which the Disclosing Party is now licensed. Nothing in this Agreement shall grant to either party the right to make commitment of any kind for or on behalf of the other party without the prior written consent of the other party. This Agreement shall not be construed by either party in any manner to be an obligation to enter into a subsequent agreement of any kind, or to result in any claim whatsoever by one party against the other party for reimbursement of costs or payment for any efforts expended hereunder.

7. NO PUBLIC ANNOUNCEMENT. Neither party hereto shall, without the express written consent of the other party, publicly announce the existence or terms of this Agreement or advertise or release any publicity in regard thereto.

8. ASSIGNMENT/BINDING EFFECT. Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, except to a successor in ownership of all or substantially all of the assets of the assigning party if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any attempted assignment without written consent will be void. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

9. UNITED STATES EXPORT CONTROL LAWS AND REGULATIONS. Technical data exchanged hereunder may be subject to United States Export Control Laws and Regulations. Accordingly, the Receiving Party shall not transfer such data directly or indirectly to any third person or firm, country or countries, without specific authorization from the Disclosing Party.

10. GOVERNING LAW. The parties agree that this Agreement shall be interpreted and construed both as to performance and validity in accordance with and governed by the laws of the State of Washington even if its choice of law provisions are in conflict with this requirement.

11. REMEDIES. The Receiving Party recognizes and agrees that the Confidential Information is of a special, unique and extraordinary character which gives it a peculiar value the loss of which cannot be reasonably or adequately compensated in

damages, and that a breach of this Agreement will cause irreparable damage and injury to the Disclosing Party. The Receiving Party, therefore, expressly agrees that the Disclosing Party shall be entitled to injunctive and/or other equitable relief to prevent a breach of the provisions of this Agreement, or any part thereof, in addition to any other remedies available to the Disclosing Party. All remedies available to the Disclosing Party hereunder are cumulative, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise by the Disclosing Party of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. A failure or delay by the Disclosing Party in exercising any right, privilege or remedy shall neither operate as a waiver thereof nor modify the terms of this Agreement, nor shall any single or partial exercise by the Disclosing Party of any right, privilege or remedy preclude any other or further exercise of the same or of any other right, privilege or remedy.

12. EXECUTION IN COUNTERPARTS/EXCHANGE BY FAX. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement is valid if signature pages are exchanged by facsimile.

14. AUTHORITY. Each party represents and warrants that its delivery of this Agreement has been duly authorized by all necessary corporate or other action and that the person signing the Agreement on its behalf is duly authorized to do so.

15. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior representations, agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified except by a writing that expressly refers to this Agreement and is executed by all parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

bLoyal

Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Notice Addresses:

Notice Addresses:

Address: 8585 154th Ave NE
Redmond, WA 98052
Attention: Robert Carney
Tel: 425.869.1715
Fax: 425.484.8300

Address: _____
City, ST: _____
Attention: _____
Tel: _____
Fax: _____