

MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT governs the disclosure of information between _____ and any of its subsidiaries or affiliates (the “Company”) and **ACT CAPITAL ADVISORS, LLC** (“ACT”) as of _____ (the “Effective Date”). Company and ACT have requested access to certain oral and written information from each other (the provider of such information (including its affiliates) being referred to herein as the “Discloser” and the receiver of such information (including its affiliates) being referred to herein as the “Recipient”).

1. As used herein, “Confidential Information” shall mean any and all technical and non-technical information provided by Discloser to Recipient, including but not limited to information regarding (a) financial information, (b) identities of customers or clients, (c) patent and patent applications, (d) trade secrets and (e) proprietary information, mask works, ideas, samples, media, chemical compounds, techniques, sketches, drawings, works of authorship, models, inventions, know-how, equipment, software programs, software source documents, and formulae related to the current, future, and proposed products and services of Discloser, and (f) other information related to Discloser’s business including, without limitation, Discloser’s information concerning procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, research, experimental work, development, design details and specifications, engineering, and information Discloser provides regarding third parties, such as Discloser’s clients and customers.

2. The Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by Discloser, and will use the Confidential Information for no purposes other than evaluating a possible business relationship with Discloser. Notwithstanding the above, Recipient shall not be in violation of this Section 2 with regard to a disclosure (i) to any ACT client for whom ACT is acting in connection with signing this Agreement, or (ii) that was in response to a valid order by a court or other governmental body, provided that Recipient provides Discloser with prior written notice of such disclosure in order to permit Discloser to seek confidential treatment of such information. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know who are otherwise bound by confidentiality obligations to Recipient. The Recipient shall immediately notify Discloser in the event of any loss or unauthorized disclosure of any Confidential Information.

3. The Recipient’s obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient’s possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; or (e) it was developed by employees or agents of the Recipient who had no access to any information communicated to the Recipient.

4. Upon termination or expiration of the Agreement, or upon written request of Discloser, the Recipient shall, at its option, promptly return or destroy, at its all documents, notes and other tangible materials representing the Confidential Information and all copies thereof. Notwithstanding the foregoing, Recipient may retain any copies of Confidential Information, regardless of whether such copies are in original form, as may be required to comply with any applicable federal, state, or local law to which Recipient may be subject, or that are maintained as archive copies on Recipient’s disaster recovery and/or

information technology backup systems. Such copies will be destroyed upon the normal expiration of Recipient's backup files.

5. The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

6. This Agreement shall terminate five (5) years after the Effective Date or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns. The Recipient's obligations hereunder shall continue in full force and effect with respect to non-technical sales, marketing, and financial Confidential Information for three (3) years from the date of disclosure of such Confidential Information. The Recipient's obligations with respect to all technical Confidential Information shall be terminated only pursuant to Section 3.

7. This Agreement shall be governed by and construed in accordance with the laws of Washington without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in King County, Washington, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

8. The Recipient hereby agrees that breach of this Agreement will cause Discloser irreparable damage for which recovery of damages would be inadequate, and that Discloser shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

9. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Discloser.

11. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

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IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

_____ **ACT CAPITAL ADVISORS, LLC**

By: _____ By: _____

Date: _____ Date: _____

Address: _____ Address: _____

