

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into and is effective as of the latter of the signature dates at the end of this Agreement by and between, _____ located at (address) _____ and Due North LLC a Delaware corporation with offices at 411 SW 6th Avenue, Portland OR 97201.

1. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means that information disclosed by each party to the other party, including but not limited to the terms and conditions of this Agreement, the existence of the discussions between the parties, trade secrets of each party, any nonpublic information relating to each party's business plans, product plans, designs, ideas, concepts, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how and any other nonpublic technical or business information of each party. Confidential Information shall be clearly identified at the time of disclosure by an appropriate marking or other positive written identification as Confidential Information. Any Confidential Information which is disclosed orally or visually shall be identified as Confidential Information at the time of disclosure and a written summary with identification as above within thirty (30) days after such oral or visual disclosure. Confidential Information does not, however, include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving party; (b) the receiving party can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party as evidenced by written documentation; or (d) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it and who provides it without a confidentiality obligation.

2. Non-Disclosure and Non-Use of Confidential Information. The Confidential Information is provided for the purpose of evaluating each other's respective technology and concepts and discussion of the possibility of a business relationship between the parties hereto using the same (the "Business Purpose"). The receiving party will not disclose, publish or disseminate Confidential Information to anyone other than those of its employees who need to know for the Business Purpose, and the receiving party will take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. The receiving party accepts Confidential Information for the Business Purpose and in connection with the business discussions regarding the Business Purpose hereunder. The receiving party will not use Confidential Information other than for the Business Purpose for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party in each instance. If the receiving party receives notice that it may be required or ordered by any judicial or governmental entity to disclose Confidential Information of the disclosing party, it will take all necessary steps to give the disclosing party sufficient prior notice in order to contest such requirement or order.

3. No Warranty. All Confidential Information is provided "AS IS" and without any warranty of any kind, express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third party rights or its merchantability or fitness for a particular purpose.

4. Return of Documents. Within ten (10) business days of receipt of a written request by the disclosing party, the receiving party will return to the disclosing party all documents, records and copies thereof containing Confidential Information of the disclosing party. For purposes of this Section 4, "documents" means all information fixed in any tangible medium of expression in whatever form or format.

5. No License. Each party acknowledges and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to the receiving party to any of the disclosing party's Confidential Information except as expressly set forth in this Agreement.

6. Term of Confidentiality Obligations. The confidentiality obligations set forth in Section 2 above will remain in effect for three (3) years from the date of the last disclosure of Confidential Information hereunder.

7. Equitable Relief. Each party acknowledges that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. General. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to or application of conflicts of laws rules or principles. Neither party may assign this Agreement or transfer any benefits of Confidential Information, directly or indirectly (through acquisition, merger or otherwise), nor any attempt to do so will be null and void, without the prior written consent of the other party. The relationship of the parties is that of independent contractors, and not of agency, partners, joint ventures or the like. Each party certifies that no Confidential Information of the other party, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

Understood and Agreed to by the duly authorized representatives of the parties:

9. Term. This Agreement shall be effective as of the signature dates below and continue for a period of one (1) year. except item 6 "Confidential Information" clause shall survive.

Due North LLC

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____