

Agreement dated _____ between _____,
 an individual / a _____ corporation ("Receiving Party") and Efficere LLC (dba Efficere Technologies), a Washington limited liability company ("Efficere").

1. Business Purpose. Efficere and Receiving Party intend to engage in discussions and negotiations concerning the establishment of a business relationship between Efficere and Receiving Party. In the course of such discussions and negotiations, it is anticipated that Efficere may disclose or deliver to the Receiving Party certain confidential and proprietary information (as defined below) for the purpose of enabling the parties to evaluate the feasibility of the business relationship. Efficere and Receiving Party have entered into this Agreement in order to assure the confidentiality of such Proprietary Information in accordance with the terms of this Agreement.

2. Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall mean all confidential and proprietary information about Efficere's business, business plans, customers, strategies, trade secrets, operations, records, finances, assets, technology, data and information that reveals the processes, methodologies, technology or know how by which Efficere's existing or future products, services, applications and methods of operation are developed, conducted or operated, including such other confidential or proprietary information designated as such in writing by Efficere, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by Efficere to the Receiving Party or is orally or visually disclosed to the Receiving Party by Efficere. Information which is orally or visually disclosed to the Receiving Party by Efficere, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with Efficere's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to Efficere or if (ii) Efficere, within thirty (30) days after such disclosure, delivers to the Receiving Party a written document or documents describing such information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Receiving Party to whom such disclosure was made.

3. Use and Disclosure of Proprietary Information. The Receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose), except on a confidential basis to its agents, consultants, or subcontractors who need to know in connection with the purpose for which it was disclosed and who are bound to preserve the confidentiality thereof, to any person outside its organization, any Proprietary Information. The Receiving Party and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of Efficere. Without limiting the foregoing, the Receiving Party shall not use or exploit the Proprietary Information for purposes of producing or developing intellectual property of any nature arising from or derived from the Proprietary Information. Without limitation of the foregoing, the Receiving Party shall not cause or permit reverse engineering of any Proprietary Information or recompilation or disassembly of any software programs which are part of the Proprietary Information received by it under this Agreement and shall disclose Proprietary Information only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound by a written agreement, enforceable by Efficere, to protect the confidentiality of such Proprietary Information. The Receiving Party shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of Proprietary Information and shall be responsible to Efficere for any disclosure or misuse of Proprietary Information which results from a failure to comply with this provision. The Receiving Party shall be fully responsible to Efficere for any breach of this Agreement by its agents, contractors, representatives and employees. The Receiving Party will promptly report to Efficere any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by Efficere to prevent, control or remedy any such violation.

4. Limitation on Obligations. The obligations of the Receiving Party specified in Section 3 above shall not apply, and the Receiving Party shall have no further obligations, with respect to any Proprietary Information to the extent Receiving Party can demonstrate, by clear and convincing evidence, that such Proprietary Information:

- (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Receiving Party;
- (b) is properly in the Receiving Party's possession at the time of disclosure otherwise than as a result of Receiving

EFFICERE TECHNOLOGIES

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Party's breach of any legal obligation;

- (c) becomes known to the Receiving Party through proper disclosure by sources other than Efficere having the legal right to disclose such Proprietary Information;
- (d) is independently developed by the Receiving Party without reference to or reliance upon the Proprietary Information; or
- (e) is required to be disclosed by the Receiving Party to comply with applicable laws or governmental or regulatory regulations, provided the Receiving Party provides prior written notice of such disclosure to Efficere and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

In the event of a disputed disclosure, the Receiving Party shall bear the burden of proof of demonstrating by clear and convincing evidence that the information falls under one of the above exceptions.

5. Ownership of Proprietary Information. The Receiving Party agrees that Efficere is and shall remain the exclusive owner of the Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein or arising out of or derived therefor. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement.

6. Return of Documents The Receiving Party shall, upon the termination of this Agreement or the request of Efficere, return to Efficere all drawings, documents, and other tangible manifestations of Proprietary Information received by the Receiving Party pursuant to this Agreement (and all copies and reproductions thereof).

7. Miscellaneous

- (a) This Agreement supersedes all prior agreements, written or oral, between Efficere and the Receiving Party relating to the subject matter of this Agreement. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by Efficere and the Receiving Party.
- (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- (c) This Agreement shall be construed and interpreted in accordance with the laws of Oregon. Jurisdiction as to any dispute relating to or arising out of this Agreement shall be in the State of Oregon.
- (d) The provisions of this Agreement are necessary for the protection of the business and goodwill of Efficere and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of this Agreement will cause Efficere substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, Efficere shall have the right to seek specific performance and other injunctive and equitable relief. In addition, in the event of any breach of this Agreement, Efficere shall have available to it all remedies of any nature, including the right to pursue under available remedies an appropriate action to recover all damages incurred by it.

EXECUTED as a sealed instrument as of the day and year first set forth above.

Efficere LLC (Efficere Technologies)

By (signed): _____

Printed Name: _____

Title: _____

11012 NE 39th St., Suite C-6
 Vancouver, WA 98682
 360-256-5525
 legal@Efficere.com

RECEIVING PARTY

By (signed): _____

Printed Name: _____

Title: _____

Address: _____

City, State ZIP: _____

Phone: _____

Email: _____

Original to Efficere Legal, copy to Receiving Party