MUTUAL CONFIDENTIALITY & NON-DISCLOSER AGREEMENT

THIS Agreement ("Agreement") is made and entered into this _____day of _____, _____, by and between Toolless Plastic Solutions Inc., (company) a
(month) (year)
Washington corporation with offices at 2202 100th St SW Everett, WA 98204 on behalf of itself and _____, _____
(company name) (street address)
_____, and _____
(city, state zip) (associate)

RECITALS

A. Company and Associate (Party or Parties) are contemplating a business association involving the development and/or production manufacturing, or other products related to the business association.

B. In connection with it's business, Associate and Company (Disclosing Party) will disclose to the other party (Receiving Party) certain confidential and proprietary verbal and written information and material owned by the Disclosing Party, including, but not limited to, computer software and firmware, audio and video electronics, digital circuitry, technical information, CAD drawings and other supplied engineering designs, proprietary formulas, prototypes, schematics, printed circuit board drawings and files, ideas, concepts, processes, patented or patent pending materials, trade secrets, research and development, sales, customer's list, marketing or financial information, and other information related to the Disclosing Party's business and/or its customers (hereinafter referred to as "Confidential Information").

C. The Disclosing Party is willing to disclose such Confidential Information to the Receiving Party only under, and subject to, the restrictions set forth in this Agreement as to the use and disclosure of such Confidential Information.

NOW THEREORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Nondisclosure/Non-use. Receiving Party hereby covenants it shall use the Confidential Information only for the purpose set forth herein and not in any other manner. Also, Receiving Party does hereby agree to treat all the Confidential Information presented, disclosed or revealed to Receiving Party by Disclosing Party as confidential and Receiving Party agrees that, for the longer of *two (2)* years after the date of this Agreement or *two (2)* years after the date of the last shipment of goods or services pursuant under this Agreement, no employee, agent or representative of the Receiving Party will release, publish, reveal or disclose the Confidential Information directly or indirectly to any person without first obtaining the written consent of Disclosing Party.

2. Disclosure to Certain Parties. Notwithstanding the foregoing, Receiving Party may disclose certain Confidential Information to those persons directly under Receiving Party's control on a "need-to-know" basis. In this regard Receiving Party does hereby agree to indemnify

Disclosing Party from any loss sustained by as a result of the unauthorized release or use of the Confidential Information by any such person.

3. Copying Confidential Information. Receiving Party shall not make, or permit to be made, except in furtherance of the purposes set forth herein, any copies, abstracts or summaries of Confidential Information. Disclosing Party shall retain title to all such documents and copies thereof and no license is hereby granted or implied for any use of Confidential Information by Receiving Party, except for those uses expressly allowed by this Agreement.

4. Safeguard. Receiving Party agrees to take all reasonable precautions including the establishment of appropriate procedures and disciplines to safeguard the confidential nature of the Confidential Information; provided, however, Receiving Party shall not be liable for disclosure of such information which:

   4.a. has passed into the public domain, it being understood that specific Confidential Information is not deemed to be in the public domain merely because it is embraced by more general information which may be in the public domain;

   4.b. is lawfully received by Receiving Party from a third party;

   4.c. is required to be disclosed by Receiving Party pursuant to an order issued by a court of law or any federal, state or municipal regulatory or administrative agency;

   4.d. was in the possession of Receiving Party prior to the date of this Agreement as evidenced by written records kept in the ordinary course of business by Receiving Party or by proof of actual use by Receiving Party;

   4.e. is independently developed by Receiving Party without use of Confidential Information; or

   4.f. is in it's possession for the longer of *two (2)* years after the date of this Agreement or *two (2)* years after the date of the last shipment of goods or services pursuant under this Agreement.

5. Return of Confidential Information. In the event that the potential business association does not materialize, Receiving Party shall promptly return to Disclosing Party all writings, documents and materials containing Confidential Information, whether or not prepared by Disclosing Party, without retaining any copies thereof, or Receiving Party shall certify that it has destroyed the Confidential Information and all copies thereof. Whether or not a business association is consummated between the Parties shall in no way affect the covenants of the Parties as set forth in this Agreement.

6. Injunction. Receiving Party acknowledges that Disclosing Party represents that any and all Confidential Information is special, unique and extraordinary in character. Receiving Party understands that Disclosing Party may not have an adequate remedy at law for the material breach or threatened breach by Receiving Party of any one or more of the covenants set forth in this Agreement. Receiving Party therefore agrees that if there is any such material or threatened breach, Disclosing Party may terminate the business relationship without advance

notice and, in addition to any other legal or equitable remedies available to Disclosing Party, obtain a temporary and/or permanent injunction or restraining order to enjoin Receiving Party from the breach or threatened breach of such covenants without the necessity of proving actual damage.

7. Attorney's Fees. In the event either Party hereto finds it necessary to employ legal counsel or to bring an action at law or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable attorneys' fees by the other Party. In the event a judgment is secured by the prevailing Party, all attorneys' fees, as determined by the court and not by a jury, shall be included in any such judgment.

8. Applicable Law/Jurisdiction/Venue. This Agreement and the rights of the parties hereto are and will be governed by and construed in accordance with, the laws of the State of Washington. The Parties consent to exclusive jurisdiction and venue in Washington for any action or proceeding by either party in connection with any matter concerning this Agreement.

9. Merger/Modification/Waiver. This Agreement represents the complete statement of the Parties' obligations relating to the Confidential Information and supersedes all prior negotiations, discussions or communications between the parties and concerning the subject matter of this Agreement. Accordingly, neither Party will be deemed to have modified or waived any term or provision of this Agreement unless such modification or waiver is in a writing, signed by both Parties to this Agreement.

10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

11. Non-Solicitation. Parties shall not directly or indirectly solicit the employment of any employee of the other Party, and shall not employ any such employee or any person who was an employee of the other Party at any time during the relationship between the parties, and for a period of two (2) years following the termination of any relationship between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Toolless Plastic Solutions Inc. ("Company")

By: _____ Date: _____

Name:
Brice Benard

Title:
President

_____ ("Associate")

By:
_____ Date: _____

Name:
_____

Title:
_____