

Effective Date: \_\_\_\_\_ (today's date)

This Agreement is made by and between Taylor Mahony, d.b.a. Espressd LLC (the "Sender"), having a principal place of business at 2597 NW Crossing Dr. Bend OR 97703 and the undersigned individual (the "Recipient") at the address listed below.

1. Definition of Confidential Information. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Sender, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to the Sender or Recipient in the course of the Sender's business.

2. Nondisclosure and Nonuse Obligations. Recipient agrees that it will not make use of, disseminate, or in any way disclose Confidential Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the Sender and any purpose the Sender may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without the prior written approval of the Sender. Recipient agrees that it shall treat all Confidential Information of the Sender with the same degree of care as it accords to its own Confidential Information and Recipient represents that it exercises reasonable care to protect its own Confidential Information. If Recipient is not an individual, Recipient agrees that it shall disclose Confidential Information of the Sender only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient will immediately give notice to the Sender of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist the Sender in remedying any such unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Recipient's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to any portion of Confidential Information shall terminate when Recipient can document that: (a) it was in the public domain at or subsequent to the time it was communicated to Recipient by the Sender through no fault of Recipient; (b) it was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by the Sender; or (c) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

4. Ownership of Confidential Information and Other Materials. All Confidential

Information, and any Derivatives thereof whether created by the Sender or Recipient, remains the property of the Sender and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to Recipient by the Sender, and which are designated in writing to be the property of the Sender, shall remain the property of the Sender and shall be returned to the Sender promptly at the Sender's request, together with any copies thereof.

5. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

6. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

7. No Export. Recipient will not export, directly or indirectly, any technical data acquired from the Sender pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

8. Term. This Agreement shall govern all communications between the parties that are made during the period from the effective date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed, provided, however, that Recipient's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to Confidential Information of the Sender which it has previously received shall continue unless terminated pursuant to Paragraph 3 ("Exclusions from Nondisclosure and Nonuse Obligations").

9. No Assignment. Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Sender.

10. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

11. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Oregon, as such laws are applied to agreements entered into and to be performed entirely within Oregon.

12. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining

provisions of this Agreement shall not be affected or impaired thereby.

13. Waiver. The waiver by the Sender of a breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.

14. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Sender for which there will be no adequate remedy at law, and the Sender shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

15. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

\*I understand that I am using electronic means to sign this agreement, and give my consent to do so.

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Email Address \_\_\_\_\_

Current Address \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_

Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_