

CONFIDENTIALITY AGREEMENT



This Confidentiality Agreement (the "Agreement") dated the _____ day of _____ 20____ is made and entered into by Cambric Corporation, a Delaware corporation with offices located in Salt Lake City, Utah, hereinafter referred to as "Cambric" and _____ with offices located at _____. NOW, THEREFORE, the parties hereto agree to enter in to this Agreement to evidence the terms and conditions on which each party hereto shall be granted access to certain confidential and proprietary information of the other party for the purpose of evaluating a possible business relationship.

CONFIDENTIAL INFORMATION

In the course of discussion, each party may be provided with, or otherwise have access to, information of the other party that is identified as confidential or proprietary in writing at the time of disclosure or within 10 days thereafter, or that, from the nature of the information or the circumstances surrounding its disclosure is clearly intended to be regarded as confidential or proprietary (the "Confidential Information"). For the purposes hereof, Confidential Information may include, but not be limited to, the following: information regarding a party's business and finances, customers and contractors; existing or future business plans or programs, prices, costs and revenues, proposals and existing contracts or other business arrangements; trade secrets, technical specifications, methods and processes; and information relating to a party's operations, products, services, employees, and customers which the other party has obtained by a walk-through of the party's facilities, or by any other interchange between the parties.

This Agreement shall have a term of 12 months. During the term, and for five (5) years thereafter, each party shall use all reasonable measures to maintain all Confidential Information in trust and confidence, not disclose it to any third party (except those of its employees, associates, affiliates, or professional advisors with a need to know to effectuate the purposes of this Agreement and then subject to the same conditions of confidentiality as provided herein), not make copies of the Confidential Information except as may be reasonably required to effectuate the purposes of this Agreement, and refrain from using the Confidential Information for any purpose except that which is expressly contemplated by this Agreement. Each party further agrees to return or destroy all Confidential Information to the owner immediately upon request, including any copies thereof or written notes which might have been made regarding the Confidential Information, and to certify to such action upon request.

EXCLUSIONS; PUBLIC INFORMATION

All Confidential Information is provided "AS IS" and without warranty of any kind except that each party warrants that it has the right to disclose its Confidential Information to the receiving party. The obligations respecting Confidential Information shall not apply to any information (1) known to the receiving party prior to receipt from the disclosing party; (2) generally known in the industry prior to receipt by the receiving party; (3) after the same is published or becomes generally available in the industry through no act or failure on the part of the receiving party; or (4) required to be disclosed by a court asserting jurisdiction over such Confidential Information, provided that the party from whom such Confidential Information is sought shall inform the disclosing party of such a requirement and cooperate with the disclosing party's efforts to protect such Confidential Information from public disclosure as part of any such proceedings.

Nothing in this Agreement shall prevent the receiving party from using or disclosing any information, know-how, methods, techniques, or processes that it has independently developed without reliance on the Confidential Information.

SCOPE OF AGREEMENT

The rights and obligations of this Agreement may not be assigned by either party. This Agreement constitutes the entire agreement with respect to the Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement will be governed exclusively by the laws of the State of Utah, without reference to any conflict of laws provisions thereof. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Salt Lake City, Utah, USA, and the parties hereby consent to personal jurisdiction and venue therein. No rights or obligations other than those expressly recited herein are to be implied from this agreement. No license is hereby granted, directly or indirectly, under any patent or for any of the information disclosed.

Cambric Corporation

Signature: _____

Name (Print): _____

Title: _____

Date: _____

[Company Name]

Signature: _____

Name (Print): _____

Title: _____

Date: _____