

MUTUAL NONDISCLOSURE AGREEMENT

(the "Agreement") made as of _____,
between Scrutiny, Inc., a Washington corporation with its
principal place of business in Seattle, WA, and

_____,
a _____ corporation with its principal
place of business in _____.

The parties to this Agreement intend to protect the confidentiality of their valuable confidential information and to maintain their respective rights in and to such information while pursuing a business relationship. Accordingly in consideration of any access each party may have to the confidential information of the other, and other good and valuable consideration, the receipt of which each party hereby acknowledges, the parties hereto agree as follows.

1. Definition

As used in this Agreement, "Confidential Information" means all nonpublic information disclosed by one party or entities controlled by it, including employees and contractors (if any), (collectively, "Personnel") (the "Disclosing Party") to the other party or its Personnel (the "Receiving Party") that (i) is first disclosed in tangible form and is conspicuously marked "Confidential," "Proprietary," or the like, or (ii) is first disclosed in intangible form and orally identified as confidential at the time of disclosure and is summarized in writing or other tangible form conspicuously marked "Confidential," "Proprietary," or the like within thirty (30) days of the original disclosure, or (iii) given the nature of the information or the circumstances surrounding its disclosure or both, reasonably should be considered as confidential. Confidential Information includes, without limiting the generality of the foregoing, (iv) nonpublic information relating to the Disclosing Party's technology (including, without limiting the generality of the foregoing, computer programs, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions, whether patentable or not, and schematics), customers, business plans, promotional and marketing activities, finances and other business affairs, and (v) third-party information that the Disclosing Party is obligated to keep confidential.

Without granting any license or other right, the parties agree that Confidential Information does not include any information that (vi) is or becomes generally available to the public through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant, or employee, or (vii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, or (viii) is received from a third party who did not acquire or disclose such information by a tortious or other wrongful act, or (ix) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information by employees of the Receiving Party who have had no access to such information.

2. Use of Confidential Information

The Receiving Party may use Confidential Information only in pursuit of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party will not export any Confidential Information in any manner contrary to the export regulations of the United States.

3. Receiving Party Personnel

The Receiving Party will restrict the possession, knowledge, and use of Confidential Information to Personnel who (i) have a demonstrable need to know Confidential Information in connection with the parties' business relationship, and (ii) have executed written agreements obligating them to protect the Confidential Information under terms similar to those of this Agreement.

4. Disclosures to Governmental Entities

The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities with jurisdiction over it, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy to limit disclosure and otherwise receive confidential treatment, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

5. Ownership of Confidential Information

All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any license or other rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

6. Notice of Unauthorized Use

The Receiving Party will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Receiving Party or any unauthorized use or disclosure of Confidential Information. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and to prevent its further disclosure or unauthorized use.

7. Return of Confidential Information

The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limiting the generality of the foregoing, all summaries, copies, and excerpts of Confidential Information) promptly following the Disclosing Party’s written request. At the Disclosing Party’s option, the Receiving Party will provide written certification of its compliance with this Section.

8. Injunctive Relief

The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain and in any event an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to injunctive relief for any violation of this Agreement.

9. Scope; Termination

This Agreement is intended to cover Confidential Information disclosed by each party both prior and subsequent to the date hereof. This Agreement will terminate automatically upon the completion or termination of the parties’ business relationship; provided, however, that each party’s obligations with respect to the other party’s Confidential Information will survive for five (5) years following such completion or termination.

10. Miscellaneous

10.1 This Agreement will not create a joint venture, partnership, or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

10.2 This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Each party’s obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, express or implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will bind and inure to the benefit of the parties’ respective successors and assigns.

10.3 Any failure by either party to enforce the other party’s strict performance of any provision of this Agreement will not constitute a waiver of its right subsequently to enforce such provision or any other provision of this Agreement.

10.4 If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

10.5 This Agreement will be governed by internal laws of the State of Washington, without reference to its conflicts of laws rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of the home county of the defendant. This Agreement may be executed by facsimile and in counterpart copies.

Executed as of the date set forth above.

Scrutiny, Inc.

By: _____

Dave Duchesneau
Chief Technology Officer
Email: dave@scrutiny.com

PRINTED COMPANY NAME

By: _____

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

PRINTED NAME OF SIGNATORY

PRINTED TITLE OF SIGNATORY

PRINTED EMAIL ADDRESS OF SIGNATORY

PRINTED EMAIL ADDRESS TO DIRECT A COPY TO, IF APPLICABLE

