

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT governs the disclosure of information by _____ to Pillar Product Design 6049 California Ave SW, Seattle WA 98136 as of _____ (the "Effective Date"). _____ and Pillar Product Design may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by one Party to the other Party (whether in writing, orally or visually) regarding the Disclosing Party, including, but not limited to, information regarding the Disclosing Party's patent and patent applications, prototypes, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, current, future, and proposed products, samples, inserts, research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party provides regarding third parties.

2. The Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose Disclosing Party's Confidential Information to any third party, except as approved in writing by the Disclosing Party, and will use the Disclosing Party's Confidential Information for no purpose other than evaluating or pursuing a business relationship with the Disclosing Party. The Receiving Party shall only permit access to Disclosing Party's Confidential Information to those of its employees or authorized representatives (collectively "Receiving Party's Representatives") having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall provide the Disclosing Party a list of all Receiving Party's Representatives that has access to Disclosing Party's Confidential Information. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure of any Disclosing Party's Confidential Information.

3. Notwithstanding any other provision of this Agreement, the Disclosing Party acknowledges and agrees that the Receiving Party will have no obligation with respect to any Disclosing Party Confidential Information that the Receiving Party can establish: (i) was already known to the Receiving Party without similar restrictions prior to being disclosed by the Disclosing Party; (ii) was or becomes publicly known through no wrongful act of the Receiving Party or its officers or employees; (iii) was rightfully obtained the Receiving Party from a third party without similar restrictions; or (iv) was independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information or any breach hereof. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required to be disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, subject to the following provisions.

4. If the Receiving Party is legally compelled (whether by subpoena, civil investigation, demand or similar process) to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such requirement

prior to making the disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions hereof, in whole or in part, or both.

The Receiving Party shall use reasonable efforts, at the Disclosing Party's expense, to assist the Disclosing Party in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Receiving Party may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Receiving Party has been advised by written opinion of legal counsel that it is legally compelled to disclose; provided that the Receiving Party agrees to use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed. The Receiving Party acknowledges and agrees, however, that any such information that is disclosed pursuant to applicable law or court order continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provided by law or court order does not constitute public disclosure of such information.

5. Upon termination or expiration of the Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents, notes and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

6. The Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Disclosing Party's Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue to the Disclosing Party, based on such Disclosing Party's Confidential Information. The Receiving Party shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Disclosing Party's Confidential Information. The Disclosing Party makes no warranty regarding its Confidential Information or the Receiving Party's use thereof.

7. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Disclosing Party's Confidential Information shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing Party.

8. This Agreement shall terminate five (5) year(s) after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Receiving Party's obligations under this Agreement shall survive termination of this Agreement and shall be binding upon the Disclosing Party's heirs, successors and assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of Washington without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the State or Federal courts located in King County, Washington, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

10. The Parties hereby agree that breach of this Agreement will cause the other Party irreparable damage for which recovery of damages would be inadequate, and that the other Party shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

11. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

12. The Receiving Party will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

13. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

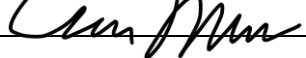
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IN WITNESS WHEREOF, the parties hereto have caused this Nondisclosure Agreement to be executed as of the Effective Date.

Client Name: _____

PILLAR PRODUCT DESIGN

Signature: _____

Signature:  _____

Name: _____

Name: Conor Murnane

Title: _____

Title: Principal

Date: _____

Date: _____

Address: _____

Address: 6049 California Ave. SW, Seattle
WA 98136
