



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into effective _____, by and between Teo Technologies, Inc., a Washington corporation, with offices located at 11609 49th Place West, Mukilteo, Washington 98275 ("Teo"), and ("Partner"):

_____, a _____ corporation,
with offices located at

_____.

WHEREAS, both parties, for their mutual benefit, desire to disclose to the other certain technical, marketing, pricing, and/or other business information related to Teo's Unified Communication systems and related products ("INFORMATION"), which is proprietary to the disclosing party.

NOW, THEREFORE, the parties agree as follows:

1. The receiving party, for five (5) years after the date of disclosure shall:
 - a. hold such INFORMATION in confidence;
 - b. not use the INFORMATION for personal gain or to advance or support its business ventures or the business ventures of third parties, other than for the purposes contemplated by this Agreement;
 - c. reproduce such INFORMATION only to the extent necessary for such purpose;
 - d. restrict disclosure of such INFORMATION to its employees with a need to know (and advise such employees of the obligations assumed herein); and
 - e. shall not disclose such INFORMATION to any third party without prior written approval of the other party.

In addition, each party agrees to protect such INFORMATION disclosed to it by the other party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature.

2. The foregoing restrictions on each party's use or disclosure of INFORMATION shall not apply to information that the receiving party can demonstrate:
 - a. was independently developed by or for the receiving party without reference to the INFORMATION, or was lawfully received without restrictions; or
 - b. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c. was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order.
3. INFORMATION shall be subject to the restrictions of Paragraph 1, if it is in writing or other tangible form, only if clearly marked as proprietary when disclosed to the receiving party or, if not in tangible form, only if summarized in a writing so marked and delivered to the receiving party within thirty (30) days of such disclosure, in which case the INFORMATION contained in such summary (not information contained solely in the non-tangible disclosure) shall be subject to the restrictions herein. Each party hereto shall endeavor to keep to a minimum the amount of INFORMATION that is furnished to the other upon which

restrictions are imposed.

Information, other than proprietary INFORMATION identified as provided above, shall not be subject to any restriction by the transmitting party as to the receiving party's disclosure or use thereof.

4. No license to a party, under any trademark, patent, copyright, or any other intellectual property right is either granted or implied by the conveying of INFORMATION to such party. None of the INFORMATION which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of either party.
5. Neither this Agreement nor the disclosure or receipt of INFORMATION shall constitute or imply any promise or intention to make any purchase of products or services by either party or any commitment by either party with respect to the present or future marketing of any product or service.
6. All INFORMATION shall remain the property of the transmitting party and shall be returned upon written request or upon the receiving party's determination that it no longer has a need for such INFORMATION.
7. The term of this Agreement shall be five (5) years from the above stated effective date. Each party agrees that all of its obligations undertaken herein as a receiving party shall survive and continue after any termination of this Agreement.
8. This Agreement constitutes the entire understanding between the parties hereto as to the INFORMATION and merges all prior discussions between them relating thereto.
9. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by the respective duly authorized officers or representatives.
10. The parties desire and agree that the law of the State of Washington shall apply in any dispute arising with respect to this Agreement. In the event of any dispute between the parties, whether it results in proceedings in any court in any jurisdiction or in arbitration, the parties hereby knowingly and voluntarily, and having had an opportunity to consult with counsel, waive all rights to trial by jury, and agree that any and all matters shall be decided by a judge or arbitrator without a jury to the fullest extent permissible under applicable law.
11. THIS AGREEMENT shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.

Accepted by:		Teo Technologies, Inc.
Signature:		
Name:		
Title:		
Email Address:		
Date Signed:		