



**WASATCH INNOVATIONS, LLC
NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (this "Agreement") is executed as of _____, _____ (the "Effective Date"), by the Receiving Party set forth below in favor of Wasatch Innovations, LLC, a Utah limited liability company ("Wasatch Innovations"):

"Receiving Party": _____
Address: _____

Primary Contact: _____
Phone: _____
Fax: _____
E-Mail: _____
Internet: _____

Whereas, Wasatch Innovations and Receiving Party have entered into, or are discussing, investigating or considering entering into, a business transaction or relationship (collectively, including any such discussion, investigation or consideration, the "Relationship"); and

Whereas, Wasatch Innovations is willing to disclose to Receiving Party, or otherwise permit access to Receiving Party to, certain proprietary and confidential information relating to Wasatch Innovations and its products and business in accordance with and subject to the terms and conditions of this Agreement;

Now, therefore, in consideration of the premises above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Receiving Party hereby agrees as follows:

1. Confidential Information. As used herein, the term "Confidential Information" shall mean (a) all information labeled or otherwise identified as "confidential" by Wasatch Innovations, and (b) all information disclosed by Wasatch Innovations to Receiving Party concerning its products, business, marketing and product development plans, customer lists and records, business records, financial statements, technical information, pricing, discount and cost information, contractual terms and conditions, correspondence and other proprietary information, including without limitation any and all data, technology, research, inventions, tools, prototypes, intellectual property, trade secrets, know-how, formulations, files, software, compositions, works of authorship, samples, processes, methods and the like, and all information relating to Wasatch Innovations's past, present and future research, development and business activities of a nature generally considered confidential or proprietary in the business world. Notwithstanding the above, the following information shall not be deemed Confidential Information: (i) information which is or becomes part of the public domain through no wrongful act of the Receiving Party, (ii) information which is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement, (iii) information which is approved for release by written authorization of an officer of Wasatch Innovations, (iv) information which is required to be disclosed pursuant to the order of a court or governmental agency or operation of law, or (v) information which the Receiving Party demonstrates

to have been lawfully in possession of the disclosure prior to its receipt thereof from Wasatch Innovations.

2. Covenants of Receiving Party.

2.1 Receiving Party hereby acknowledges the confidential nature and competitive value of the Confidential Information disclosed or to be disclosed to Receiving Party hereunder in connection with the Relationship.

2.2 Receiving Party covenants and agrees that it will not use, nor permit any other party to use, any Confidential Information for any purpose other than to conduct or promote the Relationship in accordance with the terms and conditions thereof.

2.3 Receiving Party covenants and agrees that it will exercise reasonable care (or, if higher, the same degree of care as it exercises with respect to its own confidential and/or proprietary information) to protect the confidential nature of the Confidential Information.

2.4 Receiving Party covenants and agrees that it will not disclose, nor permit any other party to disclose, any of the Confidential Information to any third party, but rather only to its employees and agents who have a legitimate need to know such Confidential Information in order to conduct or promote the Relationship in accordance with the terms and conditions thereof (it being understood that those directors, officers, employees, advisors and representative shall be informed by the undersigned of the confidential nature of such information and shall be directed by the undersigned to treat such information confidentially).

2.5 In the event of any loss, unauthorized disclosure or any requirement of disclosure described in Section 1(iv) above of Confidential Information, Receiving Party shall promptly inform Wasatch Innovations of such loss, disclosure or requirement.

2.6 Immediately upon the expiration or termination of the Relationship for any reason, except as otherwise expressly agreed by Wasatch Innovations, Receiving Party shall return all of the Confidential Information, whether in written or electronic format, and all copies thereof, or otherwise dispose of the same as requested by Wasatch Innovations.

3. Proprietary Rights.

3.1 Receiving Party acknowledges and agrees that it has not acquired, and Wasatch Innovations shall retain, all rights, titles and interests in and to the Confidential Information, including without limitation rights to copyrights, patents, trademarks, trade secrets and other proprietary or intellectual property rights, except as expressly set forth herein.

3.2 Receiving Party acknowledges and agrees that Wasatch Innovations makes no representation or warranty under this Agreement, express or implied, with respect to any of the Confidential Information, and that in no event shall Wasatch Innovations be liable hereunder to Receiving Party for any direct, indirect, special or consequential damages in connection with or arising out of the accuracy, or use by Receiving Party, of any Confidential Information.

4. Remedies. Receiving Party hereby acknowledges and agrees that any breach by Receiving Party of the terms of this Agreement would result in irreparable injury and damage to Wasatch Innovations for which Wasatch Innovations would have no adequate remedy at law. Accordingly, Receiving Party acknowledges and agrees that in the event of any such breach or any threat of such breach, Wasatch Innovations shall be entitled, in addition to any other remedies to which Wasatch Innovations may be entitled at law or in equity, to an immediate injunction and restraining order to prevent such breach and/or threatened breach without having to provide a bond or other security or prove damages.

5. Miscellaneous.

5.1 Governing Law, Jurisdiction, Venue and Service of Process. This Agreement, and all matters relating to or disputes arising out of this Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, without reference to the choice of law principles thereof. Receiving Party expressly submits itself to the exclusive, personal jurisdiction of the federal and state courts situated in the State of Utah, waives any objection that it may now or hereafter have to the venue of any action in any such court or that any such action was brought in an inconvenient forum, and agrees not to plead or claim the same. Receiving Party hereby waives personal service of process and consents that service of process upon it may be made by certified or registered mail, return receipt requested, or by commercial carrier or by hand, at its address specified in or determined in accordance with the provisions of Section 5.2 below, and service so made shall be deemed completed after such service is received at such address. Nothing herein shall affect the right to serve process in any other manner permitted by law.

5.2 Notices. All notices or other communications authorized or required under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally, (b) sent by telecopier (with receipt confirmed), or (c) received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested) or (d) three business days after being sent by registered or certified mail, return receipt requested, (i) if to Receiving Party, at the addresses and telecopier numbers of the respective Party indicated on the first page of this Agreement and (ii) if to Wasatch Innovations, as follows:

	Wasatch Innovations, LLC
Address:	
Primary Contact:	_____
Phone:	(801) _____
Fax:	(801) _____
E-Mail:	_____@.com

Either Receiving Party or Wasatch Innovations may change its address or telecopier number for purposes of this Section 5.2 by sending notice of such new address or telecopier number as provided above to the other party.

5.3 Binding Agreement; Assignment. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of Receiving Party and Wasatch Innovations. Wasatch Innovations may assign its rights hereunder in whole or in part at any time. Except as expressly permitted hereunder, Receiving Party may not assign (whether by contract or by operation of law or otherwise) any of its rights hereunder, or delegate any of its obligations hereunder, to any other party without the prior written consent of Wasatch Innovations in its sole discretion.

5.4 Attorney Fees. In the event that either Party hereto shall be found in default or breach of this Agreement by arbitration or a court of competent jurisdiction, such Party shall be liable to pay all reasonable attorney's fees, arbitration and court costs and other reasonably related collection costs and expenses incurred by the other Party enforcing its rights hereunder.

5.5 Waiver. A waiver by Wasatch Innovations of any term or condition of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

5.6 Severability. If any provision of this Agreement is adjudged to be invalid, void, or unenforceable, the Parties agree that the remaining provisions of this Agreement shall not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of such provision, and that this Agreement shall in any event otherwise remain valid and enforceable.

5.7 Integrated Agreement. This Agreement constitutes the complete integrated agreement between Receiving Party and Wasatch Innovations concerning the subject matter hereof. All prior agreements, understandings, negotiations, or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and cancelled in their entirety.

5.8 Amendments. This Agreement may not be amended or supplemented, nor any of the provisions hereof waived, except by an agreement in writing signed by Receiving Party and Wasatch Innovations.

5.9 Relationship of Parties. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Wasatch Innovations and Receiving Party.

5.10 Further Assurances. Receiving Party shall act in good faith, promptly upon the request of Wasatch Innovations, to execute and deliver such further or additional documents or instruments and to take such actions as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

5.11 Construction. Titles, headings or captions contained in this Agreement are inserted only for convenient reference, and in no way define or limit the scope or intent of this Agreement or any provision hereof. Where the context so requires, the singular shall include the plural and the plural the singular. Unless the context specifically indicates otherwise, the words "herein," "hereunder," and other similar words shall be construed as referring to this Agreement.

5.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Faxed counterparts and signatures shall be deemed originals and shall be as effective, valid and enforceable as such.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, Receiving Party by its duly authorized representative has executed this Agreement as of the Effective Date.

"Receiving Party":

By: _____

Name: _____

Title: _____