

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement"), effective as of the date set forth last below, is made by and between the undersigned counter party **ScienceDocs Inc.** of 6107 SW Murray Blvd. #202, Beaverton, OR 97008 (the "Recipient") and **ScienceDocs Client** (the "Discloser"). In consideration of the mutual agreements and other provisions of this Agreement, the parties hereto agree as follows:

1. Scope of Confidential Information.

1.1 "Confidential Information" means, subject to the exceptions set forth in Section 1.2 hereof, any information or data or materials, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Discloser to the Recipient and that (a) the Discloser has marked as confidential or proprietary, or (b) the Discloser identifies as confidential at the time of disclosure with written confirmation within 15 days of disclosure to the Recipient; provided, however, that reports and/or information related to or regarding the Discloser's business plans, business methodologies, strategies, technology, specifications, development plans, customers, prospective customers, partners, suppliers billing records, and products or services will be deemed Confidential Information of the Discloser even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in Section 1.2 hereof.

1.2 "Confidential Information" shall not include any information which: (a) the Recipient can show by written record was in its possession prior to disclosure by the Discloser hereunder, provided that the Recipient must promptly notify the Discloser of any prior knowledge in the manner provided in Section 5 below; (b) appears in issued patents or printed publications in integrated form or which otherwise is or becomes generally known in the trade other than through the Recipient's failure to observe any or all terms and conditions hereof; or (c) subsequent to disclosure to the Recipient by the Discloser, is obtained by the Recipient from a third person who is not subject to any confidentiality obligation in favor of Discloser.

2. Use and Disclosure of Confidential Information.

2.1 The Recipient may only use the Confidential Information internally for the purpose of considering a possible contractual or other relationship between you and the Discloser (the "Permitted Purpose"). The Recipient must keep secret and shall never disclose, publish, divulge, furnish or make accessible to anyone any of the Confidential Information of the Discloser, directly or indirectly, other than furnishing such Confidential Information to (a) the Recipient's employees who are required to have access to such Confidential Information in connection with the Permitted Purpose, and (b) professional advisers (e.g., lawyers and accountants), in each case, during the time that the Recipient is permitted to retain such Confidential Information hereunder; provided that any and all such employees are bound by written agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information in the manner set forth in this Agreement.

2.2 The Recipient shall not embody any of the Confidential Information of the Discloser in any of the Recipient's products, processes or services, or duplicate or

exploit any of such Confidential Information in the Recipient's business, or otherwise use any of the Confidential Information for any purpose other than for the Permitted Purpose.

2.3 The Recipient shall use at least reasonable care and adequate measures to protect the security of the Confidential Information of the Discloser and to ensure that any Confidential Information of the Discloser is not disclosed or otherwise made available to other persons or used in violation of this Agreement.

2.4 In the event that the Recipient is required by law to make any disclosure of any of the Confidential Information of the Discloser, by subpoena, judicial or administrative order or otherwise, the Recipient shall first give written notice of such requirement to the Discloser, and shall permit the Discloser to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Discloser in seeking to obtain such protection.

3. Certain Rights and Limitations.

3.1 The Recipient will provide upon the Discloser's request a certification that access and use is being controlled in accordance with this Agreement. The Discloser will have the right to audit to verify compliance with this Agreement.

3.2 The provision of Confidential Information hereunder shall not transfer to Recipient any right, title or interest in such information or any other intellectual property of Discloser. Discloser does not grant Recipient any express or implied right to or under Discloser's or another party's patents, copyrights, trademarks, trade secret information or other proprietary rights.

3.3 All tangible embodiments of the Confidential Information of the Discloser (e.g., drawings, memoranda and notes) and all copies thereof, whether in hard-copy or machine-readable form and whether supplied by the Discloser or made by or for the Recipient (collectively, the "Tangible Embodiments"), shall at all times be and remain the exclusive property of the Discloser.

3.4 The Recipient shall not reverse-engineer, decompile, or disassemble any software disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Discloser.

3.5 This Agreement imposes no obligations on either party to exchange any Confidential Information or to purchase, sell, license, transfer or otherwise transact in any technology, services or products.

4. Remedies. Recipient acknowledges that a breach by it of any of the terms of this Agreement would cause irreparable harm to the Discloser for which Discloser could not be adequately compensated by money damages. Accordingly, Recipient agrees that, in addition to all other remedies available to Discloser in an action at law, in the event of any breach or threatened breach by the Recipient of the terms of this Agreement, the Discloser shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement.

5. Notice of Independent Knowledge or Breach. The Recipient agrees to notify the Discloser promptly in writing if (a) upon disclosure of Confidential Information by the Discloser, the Recipient has prior knowledge of the same; or (b) subsequent to disclosure of any Confidential Information by the Discloser, information is disclosed to the Recipient in the manner described in Section 1.2; or (c) the Recipient becomes aware of any breach of this Agreement with respect to the Confidential Information of the Discloser in the Recipient's possession.

6. Termination.

6.1 Notice and Effect of Termination. This Agreement shall remain in effect until it is terminated by either party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination.

6.2 Return of Confidential Information. Upon the earlier of (a) the termination of this Agreement, (b) Discloser's written request or (c) such time as the Recipient no longer requires the Confidential Information for the Permitted Purpose, Recipient agrees to promptly return to Discloser or destroy all Confidential Information and any Tangible Embodiments that are in the possession of Recipient and to certify the return or destruction of all such Confidential Information and embodiments.

7. Warranty. Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

8. Miscellaneous. This Agreement does not create any agency or partnership relationship between the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware governing such agreements, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of Delaware, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement, which shall remain in full force and effect. No amendment or alteration of the terms of this Agreement shall be effective unless made in writing and executed by both parties hereto. Except where expressly indicated otherwise, the words "written" or "in writing" shall include, but not be limited to, written or printed documents, in any format now known or later developed including electronic and facsimile transmissions and computer disks or tapes (whether machine or user readable). A failure or delay in exercising any right in respect to this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their duly authorized signatories.

ScienceDocs Inc.

Client Company