

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of this day, _____, _____, _____ ("Effective Date") between:

VPI Technology Group, on behalf of itself and on behalf of and for the benefit of its wholly owned subsidiaries including VPI Engineering Inc., VPI Manufacturing Inc., and VPI Laboratories Inc. with offices at 11814 S. Election Rd., Suite 200, Draper, UT 84020 ("VPI")

and

_____ with offices at

_____, _____, _____, _____
("Company")

In consideration of the mutual promises and covenants contained in this Agreement and the mutual disclosure of confidential information by each party (a "Disclosing Party") to the other party (a "Receiving Party"), the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

(a) "Confidential Information" means any and all information that is or has been received by either party (the "Receiving Party") from the other party (the "Disclosing Party") that is designated by the Disclosing Party as being confidential, proprietary, or is disclosed to the Receiving Party or the Receiving Party otherwise receives such information in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential. Without limiting the generality of the foregoing, Confidential Information shall include trade secrets, intellectual property, discoveries, ideas, concepts, know-how, processes, techniques, designs, specifications, flow charts, data, computer programs, source code, pricing and customer information, financial statements, business reports, business plans, projections, confidential filings with any international, federal or state/provincial agency, and all other confidential concepts, methods of doing business, ideas, materials or information prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by any employee, agent or contractor of a Receiving Party not associated with the business relationship between the Parties and who did not have direct or indirect access to Confidential Information.

(c) "Confidential Material" shall mean all tangible materials containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable, and any materials as may be defined in an attached exhibit.

(d) "Purpose" shall be for conducting mutual business activities and as may be defined in any other documented definition of work or similar means and as may be defined in an attached exhibit.

2. Restrictions

(a) Receiving Party shall not, without the prior written consent of Disclosing Party, disclose any Confidential Information to third parties (except to Receiving Party's consultants as provided below) for five (5) years following the date of its disclosure by Disclosing Party to Receiving Party, except that the confidentiality obligations with respect to any Confidential Information that constitutes a trade secret shall continue in effect

for so long as the information remains a trade secret, and the provisions hereof regarding ownership shall continue in effect for so long as necessary to give full effect thereto. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall, subject to any applicable legal restrictions, (i) give Disclosing Party reasonable notice prior to such disclosure and give Disclosing Party a reasonable opportunity to contest such order, and (ii) comply with any applicable protective order or equivalent.

(b) Receiving Party shall take security precautions at least as great as the precautions it takes to protect its own confidential information, and in all events reasonable precautions, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Material only to Receiving Party's officers, directors, employees, or consultants on a need-to-know basis, and all of such persons shall be bound by the terms of this Agreement. Receiving Party will have executed or shall execute appropriate written agreements with its officers, directors, employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of the Purpose, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.

(d) Receiving Party shall not use the Confidential Information for any purpose other than the Purpose.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) At Disclosing Party's request, Receiving Party shall either (i) return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials in its possession, custody or control, or in the possession of its employees, officers, directors or consultants, or (ii) certify destruction of all such Confidential Information or Confidential Materials excluding backups made in the ordinary course of business.

(c) Receiving Party shall cooperate with the Disclosing Party and at the request of the Disclosing Party, shall execute, and cause its officers, directors, employees and consultants to execute, such further acknowledgments and instruments as may be necessary to establish ownership of the Confidential Information disclosed hereunder by the Disclosing Party.

(d) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for the unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

(a) All Confidential Information is and shall remain the property of the Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right, title or interest to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, trade secrets or other proprietary information.

(b) All Confidential Information is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever relating to Receiving Party's use of such Confidential Information.

(c) This Agreement shall not be interpreted to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. No obligation, other than the obligations of confidentiality contained herein, shall be incurred by either party except pursuant to a further written agreement between the parties. The exchange of information contemplated herein shall not commit either party to enter into any such further agreement.

(d) The parties agree that communication of Confidential Information by e-mail between persons authorized to have such information shall not be considered a violation of this Agreement solely by virtue of the use of such means of transmission.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and completely supersedes and replaces any prior agreement between the parties dealing with the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) All notices under this Agreement shall be in writing and shall be deemed to have been duly given (i) if mailed, three (3) days after deposit in the United States mails, postage-paid, by certified mail, return receipt requested, or (ii) if by hand delivery, upon receipt thereof, or (iii) if by next day delivery service, upon such delivery, or (iv) if by facsimile transmission, upon confirmed receipt of such facsimile transmission with a confirmation copy mailed to the party entitled to such notice. All notices shall be sent to the address or facsimile number set forth below, as may change upon written notice in accordance with this Section.

(g) This Agreement shall be construed and controlled by the laws of the State of Utah (except for its conflicts of laws principles), and both parties further consent to jurisdiction by the state and federal courts sitting in the County of Salt Lake in the State of Utah.

(h) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(i) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, (i) the remaining provisions shall remain in full force and effect; and (ii) the affected provision(s) shall be reformed without further action by the parties hereto only to the extent necessary to make such provision(s) valid and enforceable.

(j) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

(k) This Agreement and any counterpart original thereof may be executed and transmitted by facsimile. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY

VPI

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title _____

Title _____

Date: _____

Date: _____