

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT is made between WorkInProgress, LLC, with a principal place of business at 2465 Central Ave, Suite 100, Boulder, CO 80301 and

1. Purpose. The parties are interested in evaluating possible business opportunities and implementing possible business relationships (the "Purpose") and in connection therewith may disclose certain Confidential Information (as defined below).

2. "Confidential Information" means any information that one party (the "Disclosing Party") discloses to the other party (the "Receiving Party"), whether embodied in tangible form or disclosed visually or orally and whether or not designated as "confidential" or "proprietary" or by some similar designation, relating to the prior, current, or prospective business of the Disclosing Party including, without limitation, information contained in, conveyed by, constituting, or concerning business models, business opportunities under consideration by the Disclosing Party, business plans, historical and projected financial performance, market research, marketing plans, pricing and cost data, customers, customer leads, customer lists, customer needs and requirements, suppliers, vendors, employees, independent contractors, ideas, improvements, products and product plans, technologies, and research activities and results, and any other information that should be reasonably understood by the Receiving Party as the confidential or proprietary information of the Disclosing Party. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party to the Receiving Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

3. Non-Use and Non-Disclosure. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose other than the Purpose. The Receiving Party agrees not to disclose (in any format or medium) any Confidential Information of the Disclosing Party to (i) any third party other than its legal and financial advisors who are subject to a duty to maintain the confidentiality of any such information and (ii) any of the Receiving Party's employees and consultants other than those having a need to know such information for the Purpose 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 not be in violation of this Section 3 with regard to a disclosure that was in response to a valid order by a court or other governmental body or that was otherwise required by law, provided that the Receiving Party (i) gives the Disclosing Party prompt written notice of such requirement prior to such disclosure, provides a letter from counsel confirming that such disclosure is, in fact, required, and provides reasonable assistance to the Disclosing Party in efforts by the Disclosing Party to obtain an order protecting such information from public disclosure or (ii) if such notice is prohibited by law, uses reasonable efforts to seek to obtain confidential treatment for, and otherwise prevents disclosure of, such information.

4. Standard of Care. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information.

5. Return of Materials. All documents and other tangible objects containing or representing Confidential Information of the Disclosing Party and all copies thereof that are in the possession of the Receiving Party shall be promptly returned to the Disclosing Party upon the Disclosing Party's written request.

6. Notice. Each party will notify the other party in writing promptly upon the occurrence of any unauthorized use or disclosure of any Confidential Information of the other party or other breach of this Agreement of which the party is aware.

7. No License. Nothing in this Agreement is intended to grant any rights, by license or otherwise, to either party under any patent, patent application, trademark, service mark, mask work right, copyright or other intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein. The Receiving Party shall not remove markings of any kind whatsoever that indicate the proprietary nature of any Confidential Information of the Disclosing Party, including patent and copyright notices, and the Receiving Party shall ensure that such markings are present in identical or equivalent form on each and every copy of any Confidential Information of the Disclosing Party made by or for the Receiving Party. Nothing in this Agreement requires a party to disclose any of its Confidential Information or to proceed with any future transaction or relationship.

8. Disputes. Any claim, dispute or controversy of whatever nature arising out of or relating to this Agreement must be brought in the state or federal courts located in Colorado. Both parties irrevocably consent to exclusive jurisdiction and venue in such courts, and agree to service of process issued or authorized by such courts.

9. Term. The obligations of each party hereunder shall be perpetual.

10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Assignment. The Receiving Party may not assign the Receiving Party's rights nor delegate the Receiving Party's obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation by the Receiving Party in violation of this section is void and constitutes a breach of this Agreement. The Disclosing Party may assign any of the Disclosing Party's rights or delegate any of the Disclosing Party's obligations under this Agreement. Subject to the restrictions contained herein, this Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Colorado, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The parties agree to replace any such illegal, invalid or unenforceable provision with a valid provision that most closely approximates the intent and economic effect of the illegal, invalid or unenforceable provision. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

COMPANY OR INDIVIDUAL

Signature: _____
Name: _____
Company: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Company: _____
Title: _____
Date: _____

WorkInProgress, LLC.

By: [Signature]
Name: Harold Jones, Partner for WorkInProgress, LLC