

**MUTUAL NONDISCLOSURE AGREEMENT**

Company/Discloser: Sprocket Enterprises, LLC (dba Lease A Nano), an Oregon Corporation  
Address: 4784 N Lombard St., Suite B, PMB 200  
Portland, OR 97203

Principle Contact: \_\_\_\_\_ My Name  
manager@leaseanano.com  
503-496-9745

Recipient: \_\_\_\_\_, an \_\_\_\_\_ Corporation  
Address: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Principle Contact: \_\_\_\_\_ Your Name  
\_\_\_\_\_ Title  
\_\_\_\_\_ Email Address  
\_\_\_\_\_ Phone Number

In connection with \_\_\_\_\_ (the "Recipient") discussing a potentially  
Name of Business  
mutually beneficial business relationship (the "Transaction") with Sprocket Enterprises, LLC, dba Lease A Nano,  
an Oregon limited liability company (the "Company"), the Company and the Recipient will have access to certain  
confidential and proprietary business concepts, as well as certain other trade secrets, confidential and/or  
proprietary information, documents and other non-public materials concerning the disclosing party's business  
and affairs, including, without limitation, certain materials or information regarding current or proposed  
products, services, operations, technologies, intellectual property, marketing or other strategic plans,  
projections, or any other non-public confidential and/or proprietary information, whether delivered or  
presented orally, or in any written, audiovisual, multimedia or other format by either party to the other party  
(the "Confidential Information").

In exchange for the mutual disclosure of Confidential Information, the Company and the Recipient agree  
as follows:

1. The Company and the Recipient acknowledge the confidential nature and competitive value of the disclosing party's Confidential Information, and the potential irreparable harm that could result to the disclosing party if any Confidential Information is disclosed or otherwise used by the receiving party for any purpose other than as authorized under this agreement.
2. For purposes of this agreement, the term "Confidential Information" will not include any information or material which: (a) has already been made public, other than by actions or omissions of the receiving party or any of the receiving party's representatives, advisors or other agents (collectively, "Representatives") in violation of this agreement; (b) becomes available on a non-confidential basis from a source that is entitled to disclose it on a non- confidential basis; or (c) is required to be disclosed by court order, provided that the disclosing party is given prior notice by the receiving party and a reasonable opportunity to seek a protective order prior to disclosure.
3. The Company and the Recipient have represented and are confirming that each party is entering into this agreement and receiving Confidential Information for the sole purpose evaluating and executing the Transaction, and for no other reasons or purposes.

4. The receiving party will maintain the Confidential Information of the disclosing party in strict confidence. The receiving party may only disclose the disclosing party's Confidential Information to those Representatives who need to know such information for the purpose of advising the receiving party in connection with the Transaction. The Company, the Recipient and the parties' Representatives shall not disclose either the fact that any Transaction discussions or negotiations are taking place, any of the proposed terms of the Transaction, the existence of the Transaction, or the identity of the parties involved in the Transaction, without the other party's prior written agreement.
5. This agreement does not bind or obligate either party to negotiate or reach agreement on the Transaction; any such agreement must be set forth in a separate written agreement signed by the parties.
6. Neither party's obligations under this agreement may be assigned without the other party's prior written consent. This agreement will be binding upon the successors and permitted assigns of both parties, and will survive any termination of the parties' negotiations. This agreement will inure to the benefit of both parties successors and assigns.
7. Upon the termination of Transaction discussions or negotiations, or upon the disclosing party's request at any time, the receiving party will promptly collect and return all Confidential Information, including all copies, excerpts or other reproductions, and will destroy or deliver to the disclosing party all analyses, compilations, studies and other similar material prepared by or for the receiving party or any Representatives which contains or is based on any Confidential Information. All obligations to maintain the secrecy of Confidential Information are intended to and will survive indefinitely for as long as such information remains confidential.
8. Both parties acknowledge and agree that monetary damages would not be a sufficient remedy for any breach of this agreement by the receiving party or receiving party's Representatives and that the disclosing party, in addition to a claim for monetary damages, shall be entitled to specific performance and injunctive or other equitable relief as remedies for any such breach. Both parties further agree that the disclosing party shall be entitled to recover any and all costs and disbursements incurred, including reasonable attorney's fees, whether or not an action is filed with the court, in enforcing its rights under this agreement. Both parties waive, and agree to use best efforts to cause their Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy.
9. This agreement will be governed by and interpreted under the internal laws of the State of Oregon without regard to applicable conflicts of law principles. This agreement can only be waived or amended by a written agreement signed by authorized representatives of each party. If any provision of this agreement is adjudged invalid or unenforceable, such a finding will not affect or impair the remaining provisions of the agreement.

Accepted and agreed to as of \_\_\_\_\_ Date

COMPANY:

Sprocket Enterprises, LLC

By: \_\_\_\_\_ Signature

\_\_\_\_\_, its Managing Partner

RECIPIENT:

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_ Signature

\_\_\_\_\_, its \_\_\_\_\_  
Print Name Print Title