



**REDEFINE TECHNOLOGIES INC.
MUTUAL NON-DISCLOSURE AGREEMENT**

“COMPANY”:	“REDEFINE”: Redefine Technologies, Inc.
ADDRESS:	ADDRESS: 44 Linn Lane Golden, CO 80403 USA
CONTACT:	CONTACT: Steve Wichman
PHONE:	PHONE: 303-991-0507 x201
FAX:	FAX: 303-991-0507
E-MAIL:	E-MAIL: steve.wichman@redefine.com
CONFIDENTIAL INFORMATION [OPTIONAL]:	CONFIDENTIAL INFORMATION [OPTIONAL]: Testbed for Responsive Experiments and Demonstrations in Space (TREADS), Distributed Wiring Harness (DWH)

Note: Confidential Information is defined in Section 1 below and includes, without limitation, the information described above (if any).

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) between Redefine and the Company identified above is made effective as of the last date executed by a party hereto (the “Effective Date”) in connection with the confidential information identified for each party above .

1. Confidential Information. “Confidential Information” includes, but is not limited to, information relating to products, product specifications, product roadmaps, manufacturing, business strategies and plans, customer lists, research and development programs, and such other information, if any, disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) either (i) in written or other tangible form and marked “Confidential” or with words of similar import, or (ii) orally or visually, provided it is identified as confidential at the time of disclosure, and is reduced to writing and delivered to the Receiving Party within thirty (30) days thereafter.

2. Duty of Non Disclosure. Redefine and Company each agree to hold the other’s Confidential Information in confidence for a period of five (5) years following the date of disclosure, using the same degree of care each uses for its own Confidential Information (but not less than reasonable care), and not to knowingly disclose such Confidential Information to any third parties except its employees, consultants, independent sales representatives and Affiliates, and employees, consultants and independent sales representatives of Affiliates that a) have a need to know the Confidential Information disclosed and b) are subject to confidentiality obligations no less restrictive than those set forth herein. As used herein, an “Affiliate” means an entity which: (i) controls or is controlled by a party hereto or (ii) is under common control with a party hereto. For this purpose, “control” means that more than fifty percent (50%) of the controlled entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

3. Exceptions. The obligations of confidentiality under this Agreement shall not apply to information designated as Confidential Information which (a) is already known to the Receiving Party at the time of disclosure without obligation of confidentiality, (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of this Agreement; (d) is approved for release by written authorization of the Disclosing Party; (e) was developed by the Receiving Party independently and without the use or benefit of any of the Confidential Information; or (f) is required to be disclosed by the Receiving Party pursuant to any order or requirement of a court, administrative agency, or any other governmental agency, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order.

4. Refusal. The Disclosing Party must give the Receiving Party an opportunity to refuse receipt of the Confidential and/or Proprietary Information.

5. Limited Rights. No license is granted by the Disclosing Party to the Receiving Party under any copyright, patent, mask work right, trade secret, or trademark owned by or licensed to the Disclosing Party.

6. No Warranty. Disclosure of Confidential Information hereunder to the Receiving Party is done on an “AS IS” basis. None of the Confidential Information disclosed shall constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party with respect to the accuracy or performance of the Confidential Information or to the infringement of trademarks, patents, copyrights, or other third party rights.

7. Current and Future Development. The Disclosing Party understands that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Disclosing Party’s information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products or have products developed for it, that without violation of this Agreement, compete with the products, systems or services contemplated by Disclosing Party’s Confidential Information.

8. Return of Confidential Information. Upon the written request of the Disclosing Party, the Receiving Party shall promptly a) return to the Disclosing Party all plans, drawings, and other tangible items of Confidential Information furnished by the Disclosing Party and all copies thereof and notes therefrom, or, at the Disclosing Party’s option, b) certify in writing to the Disclosing Party that all such Confidential Information, including all copies and notes, has been destroyed.

9. Communications between the Parties. For purposes of this Agreement, the persons named above as the “Contact” for each party shall be such party’s principal contact for all communications concerning the subject matter of this Agreement. Each party agrees to provide the other party with written notice if these contacts change. Copies of all legal notices shall be directed to each party’s Legal Department. Any notice or other communication to be given hereunder must be in writing and shall be deemed given and effective upon receipt, or if receipt is frustrated by the recipient, upon tender to the recipient.

10.Export Restrictions. Each party shall adhere to all applicable export laws and regulations, including those administered by the U.S. Department of Commerce (U.S. Export Administration Regulations 15 CFR 730 *et seq.*), and shall not export, reexport, resell, transfer, or disclose, directly or indirectly, any technical data or products received from the other, or the direct product of such technical data or products, to any proscribed person, entity, or country, or foreign national thereof, unless properly authorized by the U.S. government.

11.Termination of this Agreement. Unless extended by the parties in writing, this Agreement shall terminate five (5) years from the Effective Date. Either party may terminate this Agreement before that date by providing thirty (30) calendar days written notice to the other party. No termination shall affect either party's rights or obligations with respect to information disclosed prior to termination.

12.Governing Law. This Agreement and its performance shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado applicable to agreements entered into within the State between parties domiciled in the State and to be performed within the State, without regard to application of conflict of laws rules.

13.Liability. Receiving Party is liable for any disclosure or use of Proprietary Information in breach of this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

14.Injunctive Relief. The parties acknowledge and agree that any breach or threatened breach of this Agreement by the Receiving Party could cause harm to the Disclosing Party for which money damages may not provide an adequate remedy. The parties agree that in the event of such a breach or threatened breach of this Agreement, the Disclosing Party may seek temporary and permanent injunctive relief restraining the Receiving Party from disclosing or using, in whole or in part, any Confidential Information.

15.Employee Solicitation: Without the prior written consent of the other party, neither party will, for a period of two (2) years from the date hereof, directly or indirectly, solicit for employment any person presently employed in a key executive or technical position with the other party or any employee with access to or actual knowledge of any Confidential and/or Proprietary Information.

16.Successors and/or Assigns. This Agreement shall be binding upon and inure to the benefit of each party and its respective successors and assigns.

17.Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. This Agreement supersedes and repeals all previous negotiations, representations or understandings between the parties relating to the subject matter hereof and may not be modified or amended in any respect except in writing signed by each party.

18.Counterparts. The parties agree that this Agreement may be executed by each party signing one original and providing a facsimile (fax) copy to the other party, provided that each party agrees to make its document with the original signature available to the other party upon request, and further provided



that the parties agree that the fax signature shall be treated as if it were an original signature, and neither party shall contest the validity of this Agreement based on the use of fax signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to be effective on and as of the Effective Date.

COMPANY:

REDEFINE TECHNOLOGIES INC.

By: _____

By: _____

(Print Name)

Steven A Wichman
(Print Name)

Title: _____

Title: _____ CEO/CTO

Date: _____

Date: _____