

Confidentiality Agreement

To Whom It May Concern:

In connection with discussions between the Rochester Area Consulting Engineers (a.k.a. **RACE**) and its independent consultants (the "Company") and you, _____, (Company and you may be referred to jointly as the "Parties") regarding _____ (product ideas or other topics), the Parties may provide each other with certain oral and written information regarding the business, plans or operations of the Company or you not generally known by others ("Confidential Information"), including, without limitation, information relating to the finances, products, customers, trade secrets, technologies, technological processes and procedures, know-how, ideas, intellectual property, the filing or pendency of patent applications, organizational structure, sales and marketing plans and business strategies of the Company (and specifically including, without limitation, information relating to the Company's proprietary software, distribution concepts, and mechanical design technology and its applications). All information relative to the Company's or your business or operations shall be deemed to be and should be treated as Confidential Information of the respective disclosing Party subject to the provisions of this letter, unless it is clearly marked otherwise or unless it falls within one of the exceptions set forth in the following paragraph.

As a condition to being furnished with the Confidential Information, each Party agrees to treat all Confidential Information (whether prepared by the Company or you or your advisors or otherwise learned of, obtained or acquired by you during the course of our discussions) in accordance with the provisions of this Agreement, and to take or abstain from taking certain other actions herein set forth. Notwithstanding the foregoing, information learned of, obtained or acquired during the course of our discussions shall not be subject to the restrictions contained in this letter (i) if it was generally known to the public prior to your receipt of such information, (ii) from and after the time such information becomes generally known to the public through no wrongful act or failure to act by the receiving party or their counsel or other advisors; or (iii) if it is disclosed to Company or you by a source other than the disclosing Party or its counsel or other advisors, which disclosure is not in violation of any law or any obligation to the Company, you or any other person or entity.

Each Party agrees to utilize the other Party's Confidential Information for no other purpose than that which would benefit the Party who disclosed the Confidential Information. Each Party agrees that the Confidential Information shall be kept strictly confidential and that the disclosure of any of the Confidential Information within your internal organization (including that of your subsidiaries and affiliates) and within the organization of any of your advisors shall be limited to key personnel whose duties justify their need to review and know the Confidential Information, and then only provided that such personnel agree to maintain the confidentiality of the Confidential Information in accordance herewith and to restrict their use thereof solely to the above purpose. Each Party agrees to take reasonable precautions to avoid the unauthorized

disclosure or use of such Confidential Information, and shall be liable for any breach of the provisions of this letter by such personnel or by your counsel or other advisors.

In addition, without the prior written consent of the other Party, neither Party will disclose to any person either (i) the fact that discussions are taking place between the Parties, or (ii) any of the terms, conditions or other facts with respect to any such possible arrangement, including the status thereof.

Although the Parties have endeavored to include in the information provided facts known to them which they believe to be relevant, each Party understands that neither Party nor their respective representatives have made or make any representation or warranty as to the accuracy or completeness of such information. Each Party agrees that neither the other Party nor its representatives shall have any liability to the other Party resulting from the use of the Confidential Information or any other information provided in our discussions.

If and when discussions with the Parties cease, or in any event upon request of the other Party, the receiving Party shall promptly redeliver to disclosing Party all written and other tangible materials containing or reflecting any facts in the Confidential Information (whether prepared by the Company, the Company's advisors or otherwise) and each Party agrees to continue observing the confidentiality requirements as specified above for a period of five (5) years from such date. All copies, extracts or other reproductions in whole or in part of such written material and all documents, memoranda, notes and other writings and tangible material whatsoever prepared by you or your advisors based on or containing any of the Confidential Information shall be destroyed, and such destruction shall be certified in writing to the disclosing Party by an authorized officer supervising such destruction, upon written request of Company.

In the event that the receiving Party is requested or required by a court or governmental action or otherwise in connection with legal proceedings (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the receiving Party will promptly notify the disclosing Party in writing of such request or requirement so that the disclosing Party may seek, at its own expense, any appropriate protective order or waive receiving Party's compliance with the provisions of this Agreement, and if the disclosing Party elects to seek a protective order, the receiving Party will cooperate in connection therewith.

It is further understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of your obligations hereunder, and that, in the event of any breach or threatened breach of the provisions of this letter, the disclosing Party shall have the right to equitable relief (including injunction against violation of the restrictions herein set forth), in addition to any other right or remedy available to the Company in such event.

This Agreement may be executed in counterparts, which together shall constitute a single agreement, and shall be governed by and construed in accordance with the laws of the State of Minnesota. Each Party hereby submits to the non-exclusive jurisdiction of the courts of the State of Minnesota and the federal courts of the United States of America (provided that jurisdiction in such federal court exists) located in such state for purposes of any action relating to the interpretation or enforcement of the provisions of this letter. Upon execution, this letter will become a binding agreement as of the Effective Date hereof. The term of this letter agreement shall be enforced for a three (3) year period from the date in which the last Confidential Information was exchanged between the parties following the Effective Date.

Effective Date: __November 18, 2005__

Confirmed and Agreed to:

Company: Rochester Area Consulting
Engineers (a.k.a. **RACE**)
628 22nd St. NE
Rochester, MN 55906
William W. Brooks Jr., Founder
507-282-3305, FAX 651-796-0220
Founder@RACEMinn.com

Company: _____

Name: ____William W. Brooks Jr.____

Name: _____

Title: ____Founder_____

Title: _____

By: William W. Brooks Jr.
(Signature)

By: _____
(Signature)

Date: __November 18, 2005__

Date: _____