



## MUTUAL CONFIDENTIALITY AGREEMENT

### Caztek, Inc.

In connection with the consideration of a possible business relationship (the "Transaction") between Caztek, Inc., with offices at 628 N. Pine Street, Saint Paul, MN 55130-4421 and

[business or individual name with business or personal address], the parties hereto may exchange certain non-public, proprietary information from and regarding each other in accordance with the terms of this Mutual Confidentiality Agreement (this "Agreement").

In consideration of, and as a condition to, the party disclosing (the "Disclosing Party") Confidential Information (as defined below) and furnishing (whether communicated in writing or communicated orally) such information to the party receiving the Confidential Information (the "Recipient" or the "Recipient's Representatives", as defined in Section 2 below) by the Disclosing Party or its affiliates, directors, officers, employees, advisors or agents (such affiliates and other persons being herein referred to collectively as "Disclosing Party's Representatives") the parties hereto hereby agree as follows:

1. As used herein "Confidential Information" means any and all information not generally known to the public that relates to the existing or reasonably foreseeable business of the Disclosing Party or its affiliates which is (i) marked as "confidential" or "proprietary if disclosed in writing or other tangible form; (ii) designated as "confidential" at the time of disclosure if disclosed orally; or (iii) communicated in a such a manner or under circumstances as would reasonably enable a person or organization to ascertain its confidential nature, including, but not limited to know-how, trade secrets, plans, designs, processes, formulas, manufacturing techniques, engineering techniques, product design and development techniques, discoveries, inventions and ideas, product specifications, machinery, drawings, photographs, equipment, devices, tools and apparatus, sales and marketing data and plans, pricing and cost information, customer and supplier information and any other technical or business information.

2. The Recipient agrees that the Confidential Information will be used solely for the purpose of evaluating the Transaction, and such Confidential Information will be kept strictly confidential by the Recipient and its affiliates, directors, officers, employees, advisors or agents (such affiliates and other persons who receive Confidential Information from or at the request of Recipient being hereinafter referred to being herein referred to collectively as "Recipient's Representatives"), except that the Confidential Information or portions thereof may be disclosed to those of Recipient's Representatives who (a) need to know such information for the purpose of evaluating the Transaction and (b) are bound by a written nondisclosure agreement governing their access to and use of the Confidential Information on confidentiality terms no less restrictive than those set forth herein. The Recipient shall be liable for any misuse, misappropriation or improper disclosure of the Disclosing Party's Confidential Information by any of the Recipient's Representatives. The Recipient shall comply with all applicable export control and insider trading laws, rules and regulations in connection with the use of the Disclosing Party's Confidential Information by the Recipient and the Recipient's Representatives.

3. Neither party acquires any intellectual property rights under this agreement whether as trademark, copyright or otherwise. No disclosure of Confidential Information hereunder shall be deemed to constitute or imply any license or right to use or practice the same, except as expressly provided herein, whether or not such Confidential Information is patented or patentable. In addition, it is understood that this Agreement does not obligate either party to buy, sell, or license any products, technology or services from the other party. The Recipient understands and acknowledges (a) that the

Disclosing Party does not make any representation or warranty as to the accuracy or completeness of any of its Confidential Information, and (b) that the Disclosing Party shall have no liability resulting from the use of its Confidential Information by the Recipient.

4. The Recipient's obligations regarding Confidential Information of the Disclosing Party shall not apply to such information which: (i) was already known to the Recipient or Recipient's Representatives prior to its disclosure hereunder; (ii) is or becomes publicly available without violation by the Recipient or Recipient's Representative's obligations hereunder; (iii) is rightfully received by the Recipient or Recipient's Representatives from a third party without an obligations of confidentiality to the Disclosing Party; (iv) is independently developed by the Recipient or Recipient's Representatives; or (v) is approved in writing by the Disclosing Party for release by the Receiving Party without restriction.

5. In the event that Recipient or any of Recipient's Representatives are requested or required during the course of any criminal, civil or administrative legal proceeding investigation or inquiry, or pursuant to the rules of any exchange on which the securities of Recipient or any of Recipient's Representatives are traded (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to disclose any Confidential Information, Recipient will, if legally permitted and practicable, provide the Disclosing Party with prompt notice of such request or requests (unless prohibited by law or exchange rule from doing so), so that the Disclosing Party may seek (at the Disclosing Party's sole cost) an appropriate protective order or waive Recipient's or such Recipient's Representative's compliance with the provisions of this Agreement, provided such disclosed information shall otherwise remain Confidential Information subject to the confidentiality obligations set forth herein.

6. Regarding materials constituting Confidential Information, Recipient shall not analyze or permit a third party to analyze any such materials except as agreed to in writing signed by the Disclosing Party.

7. Nothing herein shall be construed to obligate either party to the Transaction or any future business relationship between the parties. Upon termination of this Agreement and/or negotiations concerning the Transaction, the Receiving Party shall, upon written request of the Disclosing Party, return, destroy, or irretrievably delete (at the Disclosing Party's election) the Disclosing Party's Confidential Information received under this Agreement.

8. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party and may be modified or waived only by a separate letter executed by the parties expressly so modifying or waiving such Agreement.

9. For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement. This Agreement may be executed and delivered by facsimile or other electronic transmission. Any facsimile or electronic signatures shall have the same legal effect as manual signatures.

10. In any legal action to enforce the terms and conditions of this Agreement, the prevailing party to such action shall be entitled to recovery its attorneys' and costs from the other party. Each Party acknowledges that its breach of any confidentiality obligations set forth in this Agreement may cause irreparable injury to the other for which monetary damages are not an adequate remedy. In addition to any other relief afforded by law, the Disclosing Party shall have the right to seek the enforcement of the provisions of this Agreement by specific performance and by injunctive relief against the Recipient and any other persons concerned thereby, without the necessity of posting a bond in connection therewith. Damages and specific performance and injunctive relief shall not be construed as alternative remedies.

11. The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota applicable to agreements made and to be fully performed therein (excluding the conflicts of laws rules). Any claims, actions or proceedings brought by either party arising out of this Agreement will be brought only in a court situated in Ramsey County, MN. The parties hereby submit to the jurisdiction of said courts and consent to the dismissal of any action to this Agreement that is brought in any other forum.

12. This Agreement is binding upon the parties and their permitted successors and assigns, except that a party shall not assign its obligations under this Agreement without the other party's express written consent, such consent not to be unreasonably withheld or delayed.

EXECUTED and made effective as of the last date written below.

CAZTEK, INC.

By:

By:

Its:

Its:

Dated:

Dated: