NONDISCLOSURE AGREEMENT
between

Soma Games, LLC ("Soma")
316 E. 1st Street
Newberg, Oregon 97132
Email: profundusunda@somagames.com
Phone #: 503-799-9370

and **_____("Recipient")**
_____
_____
Email: _____
Phone #: _____

Purpose of disclosure: *Evaluating possible business transaction.*

Soma is willing to disclose confidential information to Recipient for the purpose stated above, but only on the conditions stated in this agreement. In order to protect information disclosed by Soma to Recipient, the parties, intending to be legally bound, agree that:

1. Recipient will keep confidential any nonpublic information received from Soma, including without limitation information acquired during any conversations or other meetings with Soma or any visits to Soma's facilities ("Confidential Information"). Confidential Information may be written, oral, in any tangible form or electronic, or in other forms. Confidential Information includes, without limitation, the terms and existence of this agreement, the fact that the parties are discussing possible business transactions, the subject matter of the business transactions, and information originating with third parties that Soma has agreed to treat as confidential. Any information provided to Recipient by Soma is presumed to be Confidential Information unless otherwise stated in writing by Soma or this agreement.

2. Recipient will protect Confidential Information from disclosure by using reasonable care and at least the same care Recipient uses to protect its own confidential information. Recipient will immediately notify Soma upon discovery of any loss or unauthorized disclosure of Confidential Information, and will provide to Soma written details regarding the nature and circumstances of the loss or unauthorized disclosure, including the name and address of the recipients and any copies of relevant communications regarding Confidential Information.

3. Recipient may disclose Confidential Information to its employees who need to know Confidential Information for the purpose stated above and who are required by Recipient to comply with the restrictions imposed on Recipient by this agreement. A breach of this agreement by a Recipient employee will be deemed a breach by Recipient.

4. Recipient will not use or disclose Confidential Information, or any portion thereof, except for the purpose stated above and as permitted by this agreement. Recipient will not reverse engineer Confidential Information or incorporate Confidential Information in any products or services that Recipient manufactures, sells, or otherwise offers to others, or will in the future manufacture, sell, or offer to others.

5. At Soma's request, Recipient will (a) cease all use of Confidential Information; (b) return all materials furnished by Soma that contain Confidential Information; and (c) destroy or deliver to Soma (as instructed by Soma) any electronic records or other materials containing Confidential Information, including materials prepared by Recipient. Upon request, Recipient will state in writing under oath whether it has complied with this section.

6. This agreement will remain in effect as long as Recipient knows or possesses Confidential Information, but will not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient; or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Soma; or (c) is or has been independently developed by Recipient without reference to Confidential Information received from Soma, as evidenced by Recipient's written records.

7. Recipient acknowledges that Confidential Information and any intellectual property rights embodied therein are owned by Soma or its licensors, and that nothing in this agreement is intended to be a transfer, assignment, or license.

8. If Recipient is required by judicial or administrative process to disclose Confidential Information, Recipient will promptly notify Soma

and allow Soma a reasonable time to oppose such process, cooperating with such opposition upon request. If disclosure is nonetheless required, Recipient will use its best efforts to limit the dissemination of Confidential Information that is disclosed and will furnish only that portion of the Confidential Information that is legally required.

9. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect Recipient's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by Soma.

10. Soma does not guarantee the accuracy or completeness of information disclosed to Recipient. This agreement does not require Soma to disclose specific information, require either party to enter into any business relationship, or create any agency or partnership between the parties.

11. Recipient acknowledges that money damages would not be a sufficient remedy for breach of this agreement by Recipient. In the event of a breach of this agreement, Soma will be entitled to injunctive relief without posting bond, in addition to any other available remedies. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal.

12. This agreement will be governed by Oregon law, without regard to principles of conflicts of law. Any litigation relating to this agreement will be tried in state or federal courts in Multnomah County, Oregon. Each party submits to the jurisdiction of such courts, and waives any right to change venue. All additions or modifications to this agreement must be in writing and executed by both parties.

13. Any provision of this agreement that is held invalid will be modified as necessary to render it valid and enforceable. If any provision of this agreement is held invalid and cannot be modified to render it valid and enforceable, the invalidity will not affect other obligations, provisions, or applications of this agreement that can be given effect without the invalid provision.

14. Soma's failure to demand strict performance of any provision of this agreement will not constitute a waiver of any provision of this agreement or the right to demand strict performance in the future.

15. Notices must be in writing and will be deemed given upon: (i) actual receipt, (ii) the first business day after being sent by nationally recognized overnight courier for next business day delivery, with receipt acknowledged, (iii) five business days after being mailed, postage prepaid, by certified mail, return receipt requested, or (iv) when sent by e-mail, or the following business day if sent by e-mail after the close of the recipient's business day. Notices are to be addressed to the party's address for notices above, which that party may change by notice given under this section.

16. This agreement may be executed in counterparts. Fax or electronic transmission of a signed original document will be equivalent to delivery of an original.

Effective Date: _____

Soma Games, LLC

_____
Rande Bruhn, Manager

Recipient

_____
Signature

_____
Print Name

_____
Title (if signing on behalf of a company)

_____
Company (if applicable)