

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is by and between the following Parties:

Parvus	Parvus Corporation a Utah Corporation 3222 S. Washington Street Salt Lake City, Utah 84115
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Recipient:

1. Request for Information. Recipient has requested Parvus to provide to Recipient Information relating to the following:

2. Purpose. Recipient warrants that the Information disclosed by Parvus to Recipient shall only be used for the following purpose:

3. Definition of Information. "Information" means any and all information, data, technology, research, inventions, intellectual property, trade secrets, know how, works of authorship, processes, methods, customer names, plans, forecasts, prices, business information, financial information, and the like.

4. Confidential Information. "Confidential Information" means any and all Information disclosed by Parvus to Recipient except for: (a) Information which is in the public domain at the time of disclosure by Parvus to Recipient, and (b) Information in the possession of Recipient prior to disclosure by Parvus to Recipient. Confidential Information shall cease to be Confidential Information if it subsequently enters the public domain through no fault of Recipient. Specific disclosures shall not be deemed to be within the above exceptions (and/or Paragraph 5) merely because they are embraced by general disclosures within the above exceptions (and/or Paragraph 5), and any combination of features shall not be deemed within the above exceptions (and/or Paragraph 5) merely because individual features are within the above exceptions (and/or Paragraph 5). Recipient shall have the burden of establishing the existence and applicability of any exception (including Paragraph 5).

5. Disclosure by Third Party to Recipient. If subsequent to disclosure by Parvus to Recipient, Confidential Information is lawfully and legitimately disclosed by a third party to Recipient, then any use, transfer or disclosure of such

Confidential Information (but not other Confidential Information) by Recipient which is lawfully and legitimately authorized by said third party shall not be prohibited by Paragraph 6 below.

6. Protections. Recipient shall not disclose or transfer any Confidential Information to any other person or entity. Recipient shall not use Confidential Information except for the purpose described in Paragraph 2. Recipient shall take all reasonable precautions to ensure against any disclosure, transfer or use of Confidential Information not specifically authorized by Parvus in writing.
7. Disclaimer and Risk. Parvus MAKES NO REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT WITH RESPECT TO CONFIDENTIAL INFORMATION. Without limiting the generality of the foregoing, Parvus does not represent or warrant that the Confidential Information is complete, accurate, useful, feasible, suitable, functional, safe or defect-free. Recipient accepts all risk of use of, and reliance on, Confidential Information.
8. No License. Parvus is not obligated to grant to Recipient any license or right under any patent, trade secret, copyright, trademark or other intellectual property right of Parvus.
9. No Obligation to Disclose. Parvus has no obligation to disclose to Recipient any Information which Parvus elects to withhold.
10. Attorneys' Fees. If any Party breaches this Agreement, then the non-breaching Party shall be entitled to collect from the breaching Party any and all reasonable costs (including attorneys' fees) incurred by the non-breaching Party in enforcing this Agreement. Such relief shall be in addition to any other relief to which the non-breaching Party is entitled.
11. Injunctive Relief. It is understood and agreed that damages are an inadequate remedy in the event of a breach or intended or threatened breach by Recipient of this Agreement and that any such breach by Recipient will cause Parvus irreparable injury and damage; accordingly, Recipient agrees that Parvus shall be entitled, without waiving any additional rights or remedies (including monetary damages) otherwise available to Parvus at law, or in equity, or by statute, to preliminary and permanent injunctive relief in the event of a breach or intended or threatened breach by Recipient.
12. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other

provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision(s) had never been contained herein, provided that such invalid, illegal or unenforceable provision(s) shall first be curtailed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

13. Final Agreement. This Agreement constitutes the final, complete and exclusive agreement between Parvus and Recipient concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between Parvus and Recipient with respect thereto. Any modification, revision or amendment of this Agreement shall not be effective unless made in a writing executed by Parvus and Recipient.
14. Waiver. Any waiver of, or promise not to enforce, any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise.
15. Headings. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement.

16. Governing Law. This Agreement shall be governed and enforced in accordance with the laws of the state of Utah.
17. Authorization. The persons signing below represent that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

READ, UNDERSTOOD AND FREELY ACCEPTED BY:

_____ ("Recipient")

Authorized Signature: _____

Name (print): _____

Title: _____

Date: _____

Parvus Corporation ("Parvus")

Authorized Signature: _____

Name (print): _____

Title: _____

Date: _____