

## MUTUAL CONFIDENTIALITY AGREEMENT

This agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, between \_\_\_\_\_ (Client) and RHT Energy Solutions (RHT).

1. RHT acknowledges that during the term of this Agreement, RHT will have access to and become acquainted with various information, i.e. records and specifications, owned by Client and/or used by Client in connection with the operation of its business. RHT agrees not to disclose any Client's information directly or indirectly, except for the benefit of Client and in the necessary course of performance of RHT's services either during the term of this agreement or at any time thereafter. All files, records, documents, information, letters, notes and similar items relating to the business of Client, whether prepared by RHT or otherwise coming into its possession, shall remain the exclusive property of Client. RHT shall not retain any of the foregoing without Client's prior written permission. Upon termination of this Agreement, or whenever requested by Client, RHT shall immediately deliver to Client all such files, records, documents, specifications, information, and other items in RHT's possession or under RHT's control.
2. Client acknowledges that during the term of this Agreement, Client will have access to and become acquainted with proprietary information of RHT, i.e. pricing, vendor information and specifications, owned by RHT and/or used by RHT in connection with the operation of its business. Client agrees not to disclose any RHT information directly or indirectly, or use any information in any manner other than for the evaluation, negotiation, and consummation of the proposed transaction, either during the term of this Agreement or at any time thereafter. All files, records, documents, information, letters, notes, and similar items relating the business or RHT shall remain the exclusive property of RHT.
3. State Law. The laws of the state of Oregon shall govern the validity of the Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
4. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in binding arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day, month and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Client

RHT Energy Solutions

By: \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

By: \_\_\_\_\_  
Buzz Thielemann \_\_\_\_\_ Date \_\_\_\_\_  
2070 Ridge Way  
Medford OR 97504  
541-770-5884