

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into between High Country Storage AND _____
_____ (hereinafter referred to individually as "Party" or collectively as "Parties"). Each party shall be bound by the terms of the agreement of the date of their signature.

WHEREAS, the Parties are engaged in discussions in contemplation of a possible transaction; and WHEREAS, the Parties recognize that they may be required to disclose confidential information in such business discussions;

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information and data of a confidential nature, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement.

2. The Parties agree that disclosure and receipt of Confidential Information with one another is for the purposes set forth herein and for no other purpose and that only those employees of each Party having a need-to-know shall be privy to said

3. Confidential Information and shall abide by the obligations of this Agreement.

All Confidential Information exchanges between the Parties pursuant to this Agreement:

- (a) shall not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees or agents, who have a reasonable need to know said Confidential Information;
- (b) shall be treated by the receiving Party with at least the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential;
- (c) shall not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, except as otherwise expressly stated herein, without the express written permission of the disclosing Party; and
- (d) shall remain the property of and be returned to the disclosing Party (along with all copies thereof) within thirty (30) days of receipt by the receiving Party of a written request from the disclosing Party setting forth the Confidential Information to be returned, or shall be destroyed and confirmed by a certificate attesting to same.

4. The obligations of Paragraph 3 shall not apply however to any information which:

- (a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;
- (b) was, as between disclosing Party and receiving Party, lawfully in the receiving Party's possession prior to receipt from the disclosing Party;
- (c) is received independently from a third Party free from any obligation to keep said information confidential;
- (d) is subsequently independently developed by the receiving Party;
- (e) is disclosed by the disclosing party to a third party subsequent to the date of this Agreement without burden of confidentiality; or
- (f) is disclosed pursuant to a government regulation or court order.

5. Unless otherwise mutually agreed in writing, the receiving Party's obligations hereunder with respect to each item of Confidential Information shall terminate two (2) years from the date of receipt by the receiving Party or at such earlier time when such Confidential Information enters the public domain pursuant to Section 4(a) above. At any time, either party may notify the other party in writing that future disclosures shall not be governed by this Agreement.

6. Either Party shall have the right to refuse to accept any information under this Agreement and nothing herein shall obligate either Party to disclose any particular information to the other Party.

7. The Parties hereto shall not be obligated to compensate each other for exchanging any information under this Agreement and agree that no warranties of any kind are given with respect to Confidential Information disclosed under this Agreement as well as any use thereof, except as otherwise expressly provided for herein.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and material which may accompany the disclosure shall not result in any obligation to grant the receiving Party rights therein.

9. The term of this Agreement, during which time data may be exchanged, shall be for a period of one (1) year from the date first above written. Either Party may terminate this

Agreement prior to its expiration by providing a sixty (60) day written notification to the other Party. The rights and obligations accruing prior to termination as set forth herein, shall, however, survive such termination for the period specified in Section 5 of this Agreement.

10. This Agreement may not be transferred or otherwise assigned in whole or in part by either Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in whole or in part to any entity that owns more than fifty percent (50%) of the voting power of such Party, or to any entity of which each Party holds greater than fifty percent (50%) of the voting power.

11. The Parties hereto agree that the laws of the State of Wyoming shall govern its interpretation and enforcement, and that any legal action arising out of or in conjunction with this Agreement or any breach thereof shall be brought and prosecuted in an appropriate court of competent jurisdiction within the State of Wyoming.

12. If either party becomes legally obligated, or receives a subpoena or other legal demand, to disclose any of the other party's Confidential Information, the party subject to the obligation shall notify the other party in writing immediately, shall cooperate with the other party in seeking a protective order or other appropriate remedy, and shall use its reasonable best efforts to protect the confidential and proprietary status of any disclosed Confidential Information.

13. Each party agrees that in the event of a breach or threatened breach by either party, including its agents, directors, or employees, of the provisions of this Agreement, the non-breaching party may have no adequate remedy at law and, accordingly, shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.

14. Each Party warrants and represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

15. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties.

16. Each Party further agrees that it shall not, directly or indirectly, solicit, nor hire, as a broker, manager or sales associate any person who is a broker, manager or sales associate of the other party for a period of one hundred twenty days from the date of this letter.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representative as of the date first above written.

Accepted by:

Name:
Prospective Buyer

Name:
Buyer's Agent (if applicable)