

MUTUAL NON-DISCLOSURE AGREEMENT

whose address is

_____, and

DKB Resources, Inc. whose address is 218 Reef Court Santa Barbara, CA 93109.

Hereby enter into this agreement (the "Agreement") effective _____.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. **Purpose.** _____ and **DKB Resources, Inc.** intend to engage in discussions and negotiations concerning the establishment of a mutual business relationship. In the course of such discussions and negotiations, it is anticipated that each party may disclose or deliver to the other party certain confidential information for the purpose of evaluating the possibility of such business relationship. _____ and **DKB Resources, Inc.** have entered into this Agreement in order to assure the confidentiality of such information in accordance with the terms of this Agreement.
2. **Definition. "Confidential Information"** includes information, technical data, or know-how relating to PCB / MCM design and technique, in the case of _____, including but not limited to research, software, services, product developments, inventions, processes, designs, drawings, engineering, marketing, finances, or business plans. Any and all Confidential Information shall be documented in a tangible, usually written form, and shall be marked to indicate its confidential nature and its origin. Any information which is orally disclosed to the receiving party shall constitute Confidential Information if it is identified as such at the time of disclosure, and documented and submitted in written form to the receiving party by the disclosing party within (30) days of such disclosure.
3. **Disclosure.** The receiving party shall hold in confidence, and shall not disclose to any third party, any Confidential Information received from the disclosing party. The receiving party agrees to use reasonable efforts to prevent the inadvertent disclosure of such Confidential Information to others. In no event will such efforts be less than the efforts the receiving party uses to prevent the disclosure of its own information of equal importance. The receiving party may disclose such Confidential Information only to its employees who have the need to know such Confidential Information in the course of the performance of their duties and who are bound to protect such Confidential Information.
4. **Use.** The receiving party may use the Confidential Information received from the disclosing party only for the purpose for which it was disclosed and shall not exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party.
5. **Limitation on Obligations.** The Obligations of each party specified in Paragraph 3 and 4 shall not apply to any portion of the Confidential Information which:
 - (a) is or becomes public knowledge, other than through unauthorized disclosure by the receiving party;
 - (b) was already in the possession of the receiving party prior to the time of disclosure;
 - (c) is rightfully received from a third party who has the right to disclose the information;
 - (d) is approved for release by prior written consent of the disclosing party;
 - (e) is information that the receiving party can document was independently developed by the receiving party; or
 - (f) is required to be disclosed pursuant to law, provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure.

6. **Property Rights.** Each party acknowledges that all of the disclosing party's Confidential Information shall be, and shall remain, the property of the disclosing party, including all copies thereof.
7. **Return of Materials.** Upon request of the disclosing party or upon termination of this Agreement, the receiving party shall return promptly to the disclosing party all the Confidential Information of the disclosing party along with all copies made thereof and all documents or materials containing any portion of any such Confidential Information.
8. **Remedies.** Each party acknowledges that compliance with the provisions of this Agreement is necessary to protect the proprietary interests of the other party. Each party further acknowledges that any unauthorized use or disclosure of the disclosing party's Confidential Information in breach of this Agreement will result in irreparable and continuing damage to the disclosing party and that, in the event of such breach, the disclosing party shall be authorized and entitled to obtain immediate injunctive relief and any other rights or remedies to which it may be entitled. In addition, in the event that a court of competent jurisdiction shall decide that either party has materially breached the Agreement, the breaching party shall reimburse the non-breaching party the cost of any court proceedings and reasonable attorney's fees.
9. **Miscellaneous.**
 - (a) It is hereby understood that the disclosure of Confidential Information by either party hereunder shall not, in any way, be construed as granting to the receiving party any license, either expressed or implied, under the disclosing party's patents, copyrights, or any other intellectual property rights, other than to use the disclosing party's Confidential Information for the purpose for which it was disclosed.
 - (b) This Agreement shall be governed in accordance with the laws of California excluding that body of law regarding conflicts of law.
 - (c) This Agreement supersedes all agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed, or discharged, in whole or in part, except by an agreement in writing between the parties.
10. **Term.** This Agreement will remain in effect for three (3) years from the date of the last disclosure of Confidential Information, at which time it will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

Company or Contractor:

DKB Resources, Inc.

BY: _____

BY: _____

NAME: _____

NAME: Darya Bronston

TITLE: _____

TITLE: President

DATE: _____

DATE: _____