

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and entered into this ___ day of _____, 20__, between _____ (company), located at _____ and the City of Thornton ("Thornton"), located at 9500 Civic Center Drive, CO 80229, ("which shall hereinafter be referred to either by name, or as individually, "Party," or collectively as "Parties").

WHEREAS, _____ (company) and Thornton propose and wish to enter into a business relationship; and

WHEREAS, _____ (company) and Thornton in the course of pursuing a business relationship have come to understand and recognize the need for collaboration that requires the dissemination of certain confidential, proprietary, trade secret and business information between the Parties; and

WHEREAS, Thornton wishes to further pursue a business relationship whereby the respective Parties' services, products and information will be made available for use and shared between the Parties; and

WHEREAS, the Parties acknowledge and agree that by entering into, and participating in a business relationship, each Party may disclose to the other Party certain Information (as defined below), which the Parties wish to protect; and

WHEREAS, the Parties recognize they need to disclose and exchange Information and will do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutually exchanged promises and understandings with respect to the services performed hereto, the Parties agree as follows:

1. Each Parties' information and data, whether it is deemed to be proprietary, trade secret, confidential or not, relating to its business shall forever remain the exclusive property of the Party ("Owner").

2. Information Defined. Information means and includes all confidential, trade secret and propriety information relating in any manner to an individual or entity's business (a) including, but not limited to, financial statements, budgets and projections, customer identities, potential customers, employees, suppliers, servicing methods, equipment, programs, strategies, analyses, profit margins, personally identifiable data and other proprietary information; (b) medical information as it may be defined in state law and protected health information as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (c) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (d) a person's name, the name of the person's family members, address of the person; (e) a personal identifier, such as the person's social security number or biometric record; (f) other indirect personal identifiers, such as the person's date of birth, place of birth, and maiden name; and (g) other information that, alone or in combination, is linked or linkable to a specific person that would allow a reasonable person in the community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty whether conveyed verbally or in writing, that has been or may later be

provided or shown to one or more of the Parties or its representatives; or obtained from review of documents or property of, or communications with, the Parties or their representatives; and any and all notes, analyses, compilations, studies, summaries, and other material ("Information"), however documented, containing or based, in whole or in part, on any information provided or derived from the same ("Derivative Materials"). "Representatives" means, with respect to any person, its directors, officers, employees, agents, consultants, advisors or other representatives.

3. Information Excluded. Notwithstanding the foregoing definition of Information, the following is excluded, any information that (a) was publicly available and was not obtained as a result of a disclosure in violation of this Agreement; (b) the receiving Party is in lawful possession of the Information before its disclosure or (c) it was available on a non-confidential basis from a third party that was not bound by a similar duty of confidentiality (contractual, legal, fiduciary or other) before its disclosure. Information shall not be deemed to be "publicly available" merely because any part of the information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public. Notwithstanding what constitutes excluded Information, at no time will personally identifiable data be made available to the public by either Party.

4. Permitted Disclosure. Each Party ("Disclosing Party") understands that it may provide to the other Party ("Receiving Party") non-public Information including, without limitation, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts and strategies, regardless to the extent it was previously or subsequently disclosed. The Parties recognize and acknowledge the competitive value and confidential nature of the Information and the damage that could result if Information it possesses or receives is disclosed to any non-party, entity, person or business. Therefore, without limiting the effect of the preceding sentences, the Parties and its representatives shall not (a) disclose any Information to any person, entity or non-party except with the written consent of the Owner of the Information before disclosing the same and (b) will refrain from using any of the Information in any way detrimental to the Disclosing Party ("Prohibited Disclosure") and (c) only to the limited extent as expressly permitted by this Agreement.

5. Mutual Disclosure. During and after the term of this Agreement, each of the Parties and its representatives shall use its commercially reasonable efforts to keep the Information confidential. The Parties agree they may disclose Information to each other, (a) provided the Receiving Party and its representatives who require the Information for the Permitted Disclosure (and to the extent practicable, only the part that is required) (b) are informed of the confidential nature of the Information and (c) agree to be bound by the terms and conditions of this Agreement.

6. Compelled Disclosure. If a Receiving Party or its representatives becomes legally compelled or is required by a court of competent jurisdiction to make any disclosure of any Information, the compelled Party agrees to (a) immediately notify the Owner of the confidential Information upon becoming aware that disclosure is required and (b) no later than 2 business days after the receipt of a lawful order or subpoena, delivers copies of the same documents to the Owner and (c) the compelled Party agrees to consult with and assist Owner of the confidential Information in obtaining an injunction or any other appropriate remedy to prevent

such disclosure and use commercially reasonable efforts to obtain a protective order or (d) provide other reliable assurance that any Information that must be disclosed will be accorded confidential treatment, to the extent it is reasonably possible.

7. Injunctive Relief. The Parties acknowledge and agree that because (a) an award of money damages may be inadequate for any breach of this Agreement and (b) any breach or threatened breach is likely to cause irreparable harm, to prevent or minimize any damage a breach may cause, the Parties agree any Party is entitled to seek injunctive relief without the posting of a bond or other security or proof of actual damages.

8. Remedies. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or a third party to unfairly use it, resulting in irreparable harm to the Disclosing Party. Therefore, that upon any such breach or threatened breach, the Disclosing Party shall be entitled to seek appropriate equitable relief and any additional remedies the law allows. The Parties, including Thornton, expressly agree if one or more of the Parties should impermissibly disclose Information or breach any obligation of this Agreement, the breaching Party will be responsible for the legal defense and will seek any and all available remedies, at law and in equity, at its expense, and the breaching Party will pay the actual legal costs, including reasonable attorney's fees and damages, if any, that a court of competent jurisdiction may award or the amount of any settlement negotiated by the breaching Party, provided that (a) the Party's Information that is the subject of the Prohibited Disclosure cooperates and complies with the provisions of paragraphs 6 and 7 of this Agreement and (b) allows the breaching (defending) Party a reasonable opportunity to cure any Prohibited Disclosure, control the defense litigation or any related settlement negotiations arising out of or relating to any Prohibited Disclosure of Information or other expressed violation of this Confidentiality Agreement. The receipt or providing such assistance is not a waiver of any breach nor does receiving or the acceptance of such assistance constitute a waiver of any such breach by any of the Parties. Except as state and federal privacy laws require otherwise, this is the entire obligation and only remedy of any Party in regards to any claim of Prohibited Disclosure under this Agreement.

9. Protection and Maintenance of Information. All information, whether designated as propriety or confidential Information, received by any Party shall be accordingly treated as the same, and the failure by a Party to identify Information as such is neither a waiver that the information is not confidential or propriety nor shall operate as a loss of any of that Party's rights with respect to that information. Upon receipt of written notification that the identified information constitutes Information that should be kept confidential, the respective Parties' obligations of confidentiality hereunder shall apply to the identified Information.

10. Security of Information. The Receiving Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained, transmitted or received from, or on behalf of, Disclosing Party. These measures will be extended by contract to all employees, agents and subcontractors used by Receiving Party.

11. Mutual Obligations and Duties. The Parties also recognize and acknowledge that the Information is being provided in reliance upon the mutual acceptance of the terms of this Agreement, including as follows, any Party receiving Information agrees (i) to hold it in

confidence and to take all necessary precautions to protect such Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Information or any information derived therefrom to any third person, entity, business or non-party, (iii) not to make any use whatsoever at any time of such Information except to evaluate internally whether to enter into the currently contemplated business relationship with the Disclosing Party and shall not be used for the Receiving Party's own benefit in any way or for any other purpose (including without limitation development of any product), or (iv) remove or export any such Information from the country of the Receiving Party.

12. Use and Access to Information. Receiving Party shall limit the use of and access to the Disclosing Party's Information to the Receiving Party's employees, officers, subcontractors, or agents who need to know such Information for evaluation purposes shall cause its representatives to comply with the obligations set forth herein, and shall be responsible for any breach of this Agreement by its representatives. The Receiving Party shall treat the Information with at least the same degree of care and protection as it would use with respect to its own Information, but in no event, less than reasonable care. Except to the extent required by law or as set forth in the Agreement, none of the Parties shall disclose to any third party the existence or subject matter of the business relationship contemplated by this Agreement. The foregoing obligations shall survive until the termination date of this Agreement (meaning the date on which the Parties terminate their business relationship contemplated by this Agreement or the execution by the Parties of a definitive written agreement that expressly supersedes this Agreement).

13. Return and Destruction of Information. Immediately upon (a) the decision by any Party not to enter into or terminate the business relationship as contemplated by the Parties or (b) at any time, at the request of the Disclosing Party, the Receiving Party will turn over to the Disclosing Party all Information belonging to the Disclosing Party and all documents or media containing any such Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Information of the Disclosing Party, which shall be disclosed, if at all, solely at the option of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with the disclosed Information.

14. Indemnification. Receiving Party shall be liable for the actions and omissions of its respective officer's personnel, staff, employees, subcontractors, and agents while performing its obligations and responsibilities under this Agreement. Receiving Party agrees to indemnify, defend and hold Disclosing Party, and its personnel, staff, officers, employees and agents harmless from and against any (i) claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against Disclosing Party or its employees, personnel, staff, subcontractors, representatives, or agents, which arises directly or indirectly from any act or omission of Receiving Party, including but not limited to any (ii) losses (including judgments, awards, damages and fines), which arise directly from any (A) gross negligence or willful misconduct in connection with this Agreement or the transactions contemplated by this Agreement or (B) breach by Receiving Party of this Agreement.

15. Agency. Receiving Party agrees and understands that no authority exists pursuant to this Agreement for Receiving Party to enter into any contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind Disclosing Party.

16. Independent Contractor. Receiving Party is retained only for the express and limited purposes as set forth in this Agreement and shall at all times have the status of an Independent Contractor. To the extent permitted by Colorado law, each individual providing services on behalf of Receiving Party, after having the opportunity to consult an attorney, agrees to waive any and all claims for any employee benefits, including worker's compensation and general liability insurance coverage, against Disclosing Party.

17. No Construction against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because the Agreement or any provisions thereof were prepared by a particular Party.

18. No Third Party Beneficiaries. It is expressly understood and agreed that any enforcement of the terms and conditions of this Agreement, and any rights of action relating to such enforcement, shall be strictly reserved to Disclosing Party and Receiving Party and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person, or entity, including but not limited to subcontractors and agents. It is the express intention of the Parties hereto that any person or entities other than Thornton receiving the services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. No Acquisition or Warranty of Information. None of the Parties acquires any intellectual property rights under this Agreement or any right to disclosure hereunder, except the limited right to use such Information in accordance with this Agreement. No warranties of any kind are given with respect to the Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.

20. Integration. This Confidentiality Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon the Parties unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.

21. Law and Venue. Governing law is under the jurisdiction of the State of Colorado. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. As such, all provisions of this Agreement shall be enforceable under the statutes of the State of Colorado.

22. Execution. This Agreement may be executed by facsimile signature and in counterparts, which taken together shall constitute one and the same Agreement.

THORNTON

(Signature)

(Print Name)

(Title)

CONTRACTOR

(Signature)

(Print Name)

(Title)