

MUTUAL CONFIDENTIALITY AGREEMENT

This agreement governs the disclosure of confidential information between Eka Designs, a division of Eka Technologies, Inc. (Eka), having a place of business at 3637 Floradale Court, Thousand Oaks, CA 91360, and _____ (“Company”), having a place of business at _____.

In connection with Eka Designs (“EKA”) possible interest in engaging in a possible transaction (“Transaction”) with _____. (the “Company”), the Company may furnish EKA, or EKA may furnish the Company, with certain information that is non-public, confidential or proprietary in nature. EKA and the Company are referred to herein individually as a “party,” and collectively as the “parties.” The Confidential Information, as defined below, may be transmitted to any director, officer, employee or representative of either party (i.e., counsel, accountants, investment bankers, etc.) (“Agents”) who have a “need to know” such information and who also shall likewise, by virtue of their receipt thereof, be under an obligation of confidentiality pursuant to this agreement. Neither party nor its Agents shall disclose Confidential Information to any other person or entity and shall maintain such Confidential Information in its possession in strict confidence, to the same extent that it protects its own Confidential Information.

“Confidential Information” shall mean all information relating to the business of the Company or EKA that is disclosed by one party, or on behalf of one party, to the other party, either directly or indirectly, and either in writing or orally, including, but not limited to, matters of a technical nature (including computer programs), matters of a business nature (such as information about finances, projections, business plans, costs, profits, markets, services, sales, potential customers, customers, suppliers, and employees), plans for further development, promotional methods and any other information of a similar nature not available to the public. Confidential Information shall not include (a) information legally available from a source other than the disclosing party, (b) information already in possession of the other party at the time of disclosure, as evidenced by documents in the possession of such party, (c) information that is now or later becomes part of the public domain, but not as a result of any action or inaction on the part of the party receiving the Confidential Information, or (d) information received by a party from a third party, unless such third party is under an obligation of confidentiality. All Confidential Information delivered is believed to be accurate, but accuracy is not guaranteed or warranted.

In addition, without the consent of the other party, except as required by law, neither party shall disclose to any third party the fact that the Confidential Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible Transaction, or any of the terms, conditions or other facts with respect to any possible Transaction, including the status thereof.

The parties shall use the Confidential Information exclusively for the purpose of evaluating a possible Transaction and for no other purpose whatsoever. The receiving party obtains no rights under any federal or state laws by this agreement, including any laws pertaining to intellectual property. Nothing herein grants any transfer of title, license or right to use any Confidential Information or any aspect thereof. Neither party shall disclose any Confidential Information to any third party (except its Agents) without the prior written consent of the other party hereto, such consent to be given or withheld by such party in the exercise of the party's discretion, except that the parties shall be free to disclose information required to be disclosed by applicable law or by order of a court of competent jurisdiction and such party shall give the other prior notice thereof, if possible, to permit the other party to obtain a protective order or confidential treatment therefore.

Upon termination or expiration of this agreement or termination of EKA's or the Company's consideration of the Transaction, the receiving party will, if requested by the other, return to the disclosing party all documents furnished (and copies thereof) containing Confidential Information, including all notes, summaries, and other material created or derived from such information. The receiving party shall also ensure that all such Confidential Information has been permanently deleted from any electronic storage media and certify to such deletion to the other.

During the period that this Agreement is in effect and for a period of two (2) years after the termination or expiration of this Agreement, each party agrees not to cause any person to voluntarily leave the employ or engagement of the other party and not to directly solicit for employment, or employ, any employees of the other party without the prior written approval of the other party. If this paragraph is unenforceable in equity, then the parties agree that immediately upon the hiring of any employee in breach of this paragraph, the breaching party shall pay to the other party an amount equal to five (5) times the annual compensation of such employee. This paragraph shall survive the termination or expiration of this Agreement.

This letter is executed by and on behalf of each of the parties hereto, and shall be deemed to bind each such party and its respective officers, directors, employees and Agents. Nothing herein shall create any partnership, joint venture or other relationship between the parties.

In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, reasonable and documented attorneys' fees and court costs. The parties hereto acknowledge and agree that the extent of damage to the disclosing party in the event of such breach by the receiving party of any of the covenants contained in this agreement will be difficult or impossible to ascertain and that there will be no adequate remedy in law available to the disclosing party; accordingly, the disclosing party shall be entitled to enforce any and all of the covenants contained in this agreement by injunctive or other equitable relief. No remedy, however, shall be exclusive. THE PARTIES HERETO HEREBY ACCEPT THE JURISDICTION OF THE FEDERAL DISTRICT COURT IN THE STATE OF CALIFORNIA, U.S.A. with respect to any dispute concerning this agreement.

If any provision of this agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the agreement as a whole.

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the date of service if served personally or three days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid to the Company's or EKA's main office.

This agreement shall be governed and construed in accordance with the laws of the State of California, U.S.A., and shall terminate one year from the date hereof.

IN WITNESS WHEREOF, each of the parties have signed this agreement on the date noted below.

EKA Designs

By: Arun Madhav
President
Date:

By:
Date: