

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-disclosure Agreement (this "Agreement") is entered into effective this ____ day of _____, _____, by and between Rainier Truck & Chassis LLC, duly organized under the laws of the State of Washington, whose principal place of business is located in Yakima, Washington (hereinafter referred to as "Rainier"), and _____ whose principal place of business is located in _____ (hereinafter referred to as "Company").

WITNESSETH:

Rainier recognizes the need for disclosure of Rainier's Confidential Information to Company and of Company's Confidential Information to Rainier for the purpose of the Authorized Use defined below.

Rainier is willing to disclose its Confidential Information to Company and Company is willing to disclose its Confidential Information to Rainier pursuant to the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Agreement, the parties agree as follows:

Definitions.

(a) "Discloser" shall refer to the party disclosing the Confidential Information. When Rainier discloses Confidential Information to Company, Rainier is the Discloser. When Company discloses Confidential Information to Rainier, Company is the Discloser.

(b) "Recipient" shall refer to the party receiving the Confidential Information. When Rainier receives Confidential Information from Company, Rainier is the Recipient. When Company receives Confidential Information from Rainier, Company is the Recipient.

(c) Notwithstanding anything contained herein to the contrary, "Recipient" shall be construed to include the Recipient, and employees of the Recipient.

(d) The term "Person" as used in this letter agreement shall be broadly interpreted to include any third party, which includes, without limitation, any corporation, partnership, group, individual, or other entity.

(e) "Authorized Use" shall mean each party shall use the Confidential Information for the purpose of evaluating and engaging in discussions concerning potential business transactions and/or relationships between Rainier and Company. In the event that Rainier and Company enter into a business relationship, Authorized Use shall mean the use of Confidential Information to enable Recipient to perform their obligations under the relationship. Confidential Information shall not be used for any other purpose.

(f) "Confidential Information" shall mean all information disclosed by Rainier to Company and Company to Rainier, whether in oral, written, electronic or other tangible form, without regard to whether such information has been identified as being confidential. Confidential Information includes, without limitation, business plans; financial results and statements; pricing information, including pricing formulas; projected activities and results of operations; names of customers, suppliers, employees and agents; employee compensation; materials requirements and sources thereof; agreements; means, methods and processes of manufacture and assembly; trade secrets, including patentable and non-patentable matters, and processes and know-how; existing and proposed products; computer software; ideas and concepts; data, drawings, applications, designs, plans, specifications, materials and documents; marketing information; and business records.

Confidential Information excludes any information that (i) is or becomes publicly known through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to the disclosure, as shown by written records; (iii) is rightfully received by Recipient from a Person without an accompanying secrecy obligation or breach of any duty or agreement by which the Person is bound, and imposes no obligation of confidentiality upon Recipient; or (iv) is independently developed by Recipient's employees without having any access to Discloser's Confidential Information and without any reliance in any way on Discloser's Confidential Information. Specific disclosures made hereunder shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures in the public domain or in the Recipient's possession. In addition, any combination of features disclosed hereunder shall not be deemed to be within the foregoing exceptions merely because individual features are separately in the public domain or the Recipient's possession but only if the combination itself and its principle of operation are in the public domain or the Recipient's possession.

Use of Confidential Information.

(a) Recipient acknowledges that it is to be given access to the Confidential Information solely for the Authorized Use. Recipient agrees (i) to treat as confidential Discloser's Confidential Information and to protect the Confidential Information in the same manner and at a minimum with the same degree of care that Recipient protects its own trade secrets and other confidential business information; (ii) not to, without limiting the effect of this provision, alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information; (iii) not to, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to Persons without Discloser's prior written consent which shall not be given unless such Person has executed and returned to Discloser a confidentiality agreement substantially in the form of this Agreement; (iv) not to, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to employees of Recipient, except to those employees who are required to have the information in order to accomplish the Authorized Use, who agree to keep such information confidential, and who are provided with a copy of this letter agreement and agree to be bound by the terms thereof to the same extent as if they were parties hereto. Recipient shall maintain a list of those employees and Persons to whom such Confidential Information (or any part of it) has been disclosed by Recipient, which Recipient will present to Discloser upon request.

(b) Recipient agrees that, without the prior written consent of Discloser, Recipient will not disclose to any Person the fact that the Confidential Information has been made available to Recipient, the fact that discussions or negotiations are taking place concerning a possible transaction involving Discloser, or any of the terms, conditions or other matters then being discussed with respect thereto, including the status thereof.

(c) Recipient agrees that if it is given any materials which are or which relate to any Confidential Information, Recipient agrees that it will not remove such materials from Discloser's premises without the prior written approval of Discloser and to return all such material to Discloser upon Discloser's request.

(d) In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information, Recipient shall provide Discloser with prompt written notice of any such request or requirement so that Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Discloser, Recipient is nonetheless, in the written opinion of independent counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Recipient may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises Recipient is legally required to be disclosed, provided that Recipient exercises its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with Discloser, at Discloser's expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

(e) In any event, Recipient agrees to be responsible for any breach of this Agreement by any of its employees, and agrees at its sole expense, to take all reasonable measures to restrain its employees from prohibited or unauthorized disclosure or use of the Confidential Information.

Proprietary Protection. Recipient acknowledges and agrees that in the event of its breach of this letter, Discloser would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that Discloser, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and/or to compel specific performance of this Agreement. Recipient agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event that legal proceedings are instituted by either party to enforce this Agreement, all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party shall be paid by the party against whom the matter at issue is resolved.

Return of Confidential Information. Upon the earliest of Discloser's request, Recipient's decision not to proceed with a transaction or relationship with Discloser, the termination of any future relationship between Rainier and Company, or the completion of the Authorized Use, Recipient shall promptly deliver to Discloser, in accordance with Discloser's instructions, all Confidential Information (and all copies thereof) furnished to Recipient or its employees by or on behalf of Discloser pursuant hereto and to destroy all other Confidential Information prepared by Recipient and no copy thereof shall be retained. Any such destruction shall be certified in writing to Discloser by an authorized officer supervising the same. Notwithstanding the return or destruction of the Confidential Information, Recipient will continue to be bound by its obligations of confidentiality and other obligations hereunder.

Disclaimer. RECIPIENT UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER DISCLOSER NOR ANY OF ITS REPRESENTATIVES (INCLUDING WITHOUT LIMITATION ANY OF DISCLOSER'S DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS) MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. RECIPIENT AGREES THAT NEITHER DISCLOSER NOR ANY OF ITS REPRESENTATIVES (INCLUDING WITHOUT LIMITATION ANY OF THE COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS) SHALL HAVE ANY LIABILITY TO RECIPIENT RELATING TO OR RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM. ONLY THOSE REPRESENTATIONS OR WARRANTIES WHICH ARE MADE IN A FINAL DEFINITIVE AGREEMENT REGARDING ANY TRANSACTION, WHEN, AS AND IF EXECUTED, AND SUBJECT TO SUCH LIMITATIONS AND RESTRICTIONS AS MAY BE SPECIFIED THEREIN, WILL HAVE ANY LEGAL EFFECT.

General. The interpretation and construction of this Agreement wherever made and executed and wherever to be performed shall be governed by the domestic internal law (but not the law of conflicts of law) of the State of Washington. Exclusive jurisdiction with respect to the breach, performance, enforcement, dispute or interpretation of this Agreement and the transactions contemplated hereby, shall lie within the State of Washington. Recipient may not sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of Discloser.

Further Agreements. Neither Discloser nor Recipient are under any legal obligation of any kind whatsoever with respect to conducting negotiations relating to or consummating a transaction by virtue of this letter agreement. Discloser reserves the right, in its sole discretion, to reject any and all proposals made by Recipient with regard to a transaction and to engage in discussions and negotiations, and to enter into a definitive agreement, with regard to any other transaction, with any other person at any time and without notice to Recipient and to terminate discussions and negotiations with Recipient at any time.

Waiver. It is understood and agreed that no failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Successors-in-Interest. This Agreement shall inure to the benefit of any successor in interest to Discloser as well as of any person that may acquire after the date hereof any subsidiary or division of Discloser with respect to Confidential Information concerning the business or affairs of such subsidiary or division.

Reformation. This Agreement shall be severable and the illegality or unenforceability of any particular provisions hereof shall not affect the validity or enforceability of any other provision hereof. This Agreement shall, in such case, be construed in all respects as if such invalid provision had been omitted.

Duration For Disclosure. The period in which the parties are disclosing Confidential Information under this agreement shall terminate two (2) years after execution of this agreement or may be executed or earlier terminated by either PARTY upon thirty (30) days prior written notice to the other PARTY. Termination of this Agreement shall not relieve either PARTY of any obligations with respect to Information disclosed hereunder.

Amendments. This Agreement may be modified or waived only by a separate writing signed both by Rainier and by Company that expressly modifies or waives this Agreement.

Complete Agreement. This Agreement reflects the entire understanding of Rainier and Company about the subject matter of this Agreement. This Agreement supersedes all prior representations, warranties, covenants, commitments, guaranties, or other agreements, whether oral or written, about the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below:

_____ :("Company")

Signature: _____ Date: _____
(Must be an Authorized Representative of Company)

Printed Name: _____

Title: _____

Rainier Truck & Chassis,LLC :

Signature: _____ Date: _____
(Must be an Officer of Rainier Truck & Chassis, LLC.)

Printed Name: _____

Title: _____