

## RECIPROCAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Reciprocal Non-Disclosure & Confidentiality Agreement ("Agreement") is entered into this 6th day of April, 1994, by and between ROY-G-BIV Corporation ("RGB"), a corporation organized and existing under the laws of the State of Washington and having a principal place of business at Kirkland, Washington, and Compumotor, a division of Parker Hannifin Corporation. ("Compumotor"), a corporation organized and existing under the laws of the State of Ohio and having a principal place of business at Cleveland, Ohio.

### RECITALS

The parties contemplate collaborating in the development of a standard wosa api/spi software interface and wosa api/spi software layer for use in the motion control industry. The success of this collaborative effort will depend in large part upon the ideas and details of both the collaboration and the wosa api/spi remaining strictly confidential until the wosa api/spi is ready to market. However, it will also depend upon free and open disclosure by and between the parties to this agreement. Consequently, the intent of this agreement is to enable both parties to disclose confidential matters without fear that the information will ever be disclosed to third parties without their permission or used in competition against them.

Accordingly, in exchange for their mutual covenants below, the parties agree as follows:

#### 1. Protection of Confidential Information

a. Confidentiality. Each party acknowledges that it will receive confidential information and trade secrets ("Confidential Information") from the other party in the course of developing the wosa api/spi or negotiating further agreements between the parties. The Confidential Information shall be deemed to include all the information one party receives directly or indirectly from the other, except anything specifically designated in writing as not confidential. "Confidential Information" shall also include the terms and fact of this Agreement, but shall not include any information which is publicly available at the time of disclosure, or subsequently becomes publicly available through no fault of the recipient party, or is rightfully developed (as evidenced by pre-existing documents) by the recipient party prior to disclosure by the disclosing party, or acquired by the recipient party from a third party who is not in breach of an agreement to keep such information confidential.

Each party agrees to maintain the secrecy of the other party's Confidential Information and agrees not to use it and not to disclose it to anyone outside the parties' firms, or even anyone within the parties' firm who does not have a need to know it to perform under this Agreement. The parties may use the other party's Confidential Information but only for both parties mutual benefit and only until negotiations fail as mentioned in paragraph "d" below and not thereafter.

b. Nondisclosure Agreements. Each party hereby assigns and transfers to the other the right (but not the obligation) to prevent unauthorized disclosures concerning the wosa api/spi (or the parties' collaborative effort to develop it) by past or present agents or employees of, or consultants to, the other party or any other persons or entities to whom the other party has or shall have communicated Confidential Information relating to the platform. Each party agrees to avoid and prevent, and to take such action as the other party may reasonably request to prevent, any and all disclosures of any Confidential Information relating to the System which have not been specifically authorized in writing.

c. Subsequent Agreements. The parties anticipate negotiating and entering into other agreements related to the subject of the wosa api/spi. All information disclosed during such negotiations and the fact and terms of such agreements shall also be deemed to constitute Confidential Information under this Agreement, and shall not be disclosed by the receiving party without the written permission of the disclosing party.

ROY-G-BIV CORPORATION  
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d. Failure of Negotiations and Collaboration Project. If the parties fail to reach a final agreement concerning the development of the wosa api/spi and related matters, they shall nevertheless continue to be bound by the terms of this Agreement, and may not use or disclose any Confidential Information (as defined above) which they acquired during the course of the parties' negotiations and collaboration for any purpose, even for their own benefit.

## 2. Injunctive Relief

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach and that any such breach will cause great and irreparable injury and damage. Accordingly, both parties agree that the non-breaching party shall be entitled, without waiving any additional rights or remedies otherwise available at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach.

## 3. Miscellaneous

a. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Washington without regard to the conflicts of laws or principles thereof. Any suit for injunctive relief brought hereon shall be brought in the state or federal courts sitting in Washington or California, at the plaintiff's election. All other disputes shall be resolved by arbitration pursuant to AAA rules.

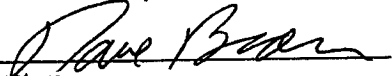
b. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

c. Waiver. No waiver by either party of any right to sue for any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver of any kind shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. Attorneys Fees. The prevailing party in any action under this agreement shall be entitled to recover as additional relief any reasonable attorneys fees, costs and interests incurred due to the breach of the other party.

e. Term of Agreement. This agreement shall expire on April 6, 1996.

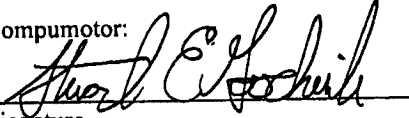
ROY-G-BIV Corporation:

  
Signature

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Compumotor:  
  
Signature

STUART E. GOODNICK  
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