

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement ("Agreement") is made and entered into between the undersigned, its officers, directors, partners, employees, agents and advisors ("Buyer") and Basin Saw Inc., a Utah Corporation ("Basin Saw") for the benefit of Basin Saw and a presently undisclosed seller ("Seller").

In connection with the possible acquisition of a Seller presented to Buyer by Basin Saw, Basin Saw may be furnishing Buyer with information regarding Seller, including, but not limited to its financial condition, operations and prospectus of the company. In consideration of obtaining this proprietary information, Buyer agrees that:

1. Buyer acknowledges that Basin Saw represents Seller.
2. All the proprietary information furnished by Basin Saw or Seller to Buyer is confidential. Unauthorized disclosure of said information shall cause substantial and irreparable damage to Basin Saw and Seller.
3. Unless the parties hereto agree otherwise in writing, Buyer will not disclose or reveal any proprietary information, which includes all information provided after the signing of this document, for five (5) years from the date of signing to any person(s) or entity(s), other than Buyer's employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with the proposed acquisition or except as required by law.
4. If Buyer does not wish to pursue the proposed acquisition at any time, Buyer will immediately advise Basin Saw of this fact and return to Basin Saw and/or Seller all proprietary information without keeping copies of it.
5. Buyer understands that Basin Saw and Seller may include in this proprietary information certain information in connection with Buyer's due diligence and investigation, and Basin Saw does not make any representation of warranty.
6. Buyer shall not reveal any information regarding Seller or any business to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of Basin Saw.
7. All information provided shall be used for the sole purpose of evaluating an acquisition decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise Basin Saw when its investigations or negotiations are completed and will immediately return all information furnished, in whatever form, without retaining copies, summaries or extracts, thereof unless and until any closing by Buyer and Seller has occurred.
8. Buyer shall not contact the Seller's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller without written permission of Basin Saw.
10. All communications or other notices to be provided pursuant to or in connection with this Agreement shall be in writing, and shall be sent via email, facsimile, by overnight delivery service, or by first-class mail, all costs prepaid, to the attention of the parties identified herein.
11. All questions concerning the validity, interpretation, and application of this Agreement and the performance of any obligations thereunder shall be governed by the laws of the State of Utah, without regard to its conflict of law rules.
12. In the event of any litigation between the parties hereto concerning this Agreement and the enforcement hereof, to prevailing party in such action shall be entitled to receive from the defaulting party all reasonable costs and expenses including, without limitation, reasonable attorneys' fees incurred by the prevailing party in such action.

13. This Agreement is the complete and exclusive statement of the understanding between the parties hereto regarding the subject matter hereof and may be amended only in a writing signed by both parties. This Agreement supersedes all prior or contemporaneous communications and any and all prior agreements regarding the subject matter hereof. It may not be assigned by either party.

Agreed to and accepted this ____ day of _____, 20__.

BUYER:

_____,
a _____ Corporation

Basin Saw Inc.:

A Utah Corporation

By: _____

Name: _____

Title: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Email: _____

Phone: _____

Fax: _____

By: _____

Name: Jodi Taylor

Scan and Email to: bsnc@ubtanet.com