



April 23, 2008

**LETTER OF AGREEMENT
CONFIDENTIALITY AGREEMENT
NON-DISCLOSURE AGREEMENT**

This agreement is made and entered into on _____ (the "Effective Date") by and between _____ ("you", "yours") and Bicycle Adventures Inc. ("Bicycle Adventures", "BA", "us", "we", "our"). BA may desire to disclose to you, either orally, in writing, or by inspection, certain information, material and documents (collectively, "Proprietary Information") regarding Bicycle Adventures Inc.'s general business, assets, financial condition, operations and prospects, which may be necessary regarding your employment with BA. As a condition to the furnishing of such Proprietary Information, you hereby agree as follows:

- 1) All Proprietary Information heretofore or hereafter furnished by us to you, shall be deemed confidential and shall be kept in strict confidence under appropriate safeguards. The term Proprietary Information, as used herein, does not include any information which was or becomes generally available to the public other than as a result of disclosure by you.
- 2) Without BA's prior consent, you will not, directly or indirectly: (i) disclose or reveal any Proprietary Information to any persons, firms or entities; (ii) use the Proprietary Information in any way detrimental to Bicycle Adventures Inc. or for any purpose other than as contemplated hereby; and (iii) except as may be required by law or judicial or administrative process, disclose to any person or entity any Proprietary Information.
- 3) Upon written notice from us, you will deliver promptly to us all written or tangible material containing or reflecting any Proprietary Information (whether prepared by BA or otherwise), without retaining any copies, summaries, analyses or extracts thereof.
- 4) Without prejudice to any rights and remedies otherwise available to us, we shall be entitled to equitable relief including by way of injunction if you breach any provision of this letter of agreement. No failure or delay by us in exercising any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

- 5) This letter of agreement shall be binding upon your successors and assigns and shall insure to the benefit of, and be enforceable by, our successors and assigns.
- 6) The provisions of this letter of agreement shall be severable in the event that if any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 7) This agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of the State of Washington applicable to agreements made and to be performed wholly within such jurisdiction. Jurisdiction over any dispute arising out of this agreement shall be exclusively in the courts of Thurston County in the State of Washington.
- 8) This letter of agreement may be waived, amended or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced.

You certify that you have had sufficient opportunity to read this entire document. You have read it and understand it, and you agree to be bound by its terms.

Please indicate your agreement with the foregoing by executing this letter of agreement and returning it to us, whereupon it shall constitute a binding agreement between us as of the date first above written.

BICYCLE ADVENTURES INC.

By Robert S Clark, President

Date

Date