

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made by and between _____ ("_____") and MicroShield 360 LLC ("known as the "Company"). Each of _____ and the Company shall be referred to here in individually as a "Party" and collectively as the "Parties."

1. Confidential Information

Each Party (the "Disclosing Party") proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to the other Party (the "Recipient") in effort to show additional resources or products that are in development. Confidential Information shall include all data, materials, products, specifications, research, customers, business plans, financial information, and other information disclosed or submitted orally or in writing to Recipient by the Disclosing Party.

2. Recipient's Obligations

(a) Recipient's Treatment of Confidential Information. Recipient agrees that the Confidential Information of the Disclosing Party is considered confidential and proprietary to the Disclosing Party and Recipient shall hold the same in confidence and shall not use the Confidential Information of the Disclosing Party other than for the purposes of its business with the Disclosing Party. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from the Disclosing Party to any other party whatsoever except with the specific prior written authorization of the Disclosing Party. Notwithstanding the foregoing, the Recipient may share such information with its current or future directors, officers, partners, controlling members, employees, consultants or advisors (collectively, "Representatives") who the Recipient believes need to know such information.

(b) Upon the request of the Disclosing Party, Recipient shall either return or destroy all Confidential Information of the Disclosing Party received in written or tangible form, including copies, within ten (10) business days of such request received in writing. The Recipient may, however, archive any such Confidential Information as per any regulatory requirements or internal document retention policies, or retain a copy in its legal department files for purposes of the enforcement of this Agreement.

(c) Exceptions. The foregoing obligations and restrictions do not apply to that part of the Confidential Information of the Disclosing Party that:

- (i) was available or became generally available to the public other than as a result of a disclosure by Recipient; or
- (ii) was requested or legally compelled or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement, provided, that Recipient shall provide the Disclosing Party with prompt notice of any such request(s) so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy; or
- (iii) was independently developed by Recipient without breach of this Agreement.

3. Term

The obligations herein shall be binding upon Recipient for three (3) years from the date the Disclosing Party last discloses any Confidential Information to Recipient pursuant to this Agreement.

4. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

5. No Business Transaction

Each Party acknowledges that nothing in this Agreement shall obligate the other Party to enter into any agreement or business transaction or prevent either Party from entering into any agreement or business transaction with any third party. The Parties agree that the obligations set forth in this Agreement shall continue in full force and effect regardless of whether the Parties elect to not work together.

6. No Publicity

Each Party agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held between the Parties.

7. Injunctive Relief

Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement, and that the other Party shall be entitled, in addition to any other rights or remedies, to equitable relief, including injunction and specific performance, as a remedy for any such breach, in each case without the necessity of posting a bond or other security.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of laws.

9. Entire Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

10. Severability

It is the desire and the intent of the parties that the terms and conditions of this Agreement shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement shall be deemed amended to delete there from the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only

with respect to the operation of that term or condition and the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the earlier date written below.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____

