NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the date of acceptance by the parties, by and between Derrick Adkins DBA Adkins Automation ("Disclosing Party") and ("Receiving Party").

WHEREAS, Disclosing Party desires to disclose to Receiving Party certain proprietary information related to the Wi-Fi controlled air duct damper (the "Product"); and

WHEREAS, the parties acknowledge that the proprietary information disclosed pursuant to this Agreement is confidential and proprietary to Disclosing Party, and Receiving Party agrees to maintain the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" means any and all information disclosed by the Disclosing Party to the Receiving Party, whether oral, written or in any other form, that relates to the Product, including but not limited to the details of the system. Confidential Information shall not include any information that: (i) is already known to the Receiving Party; (ii) is in the public domain at the time of disclosure or becomes part of the public domain through no fault of the Receiving Party; or (iii) is received by the Receiving Party from a third party without a duty of confidentiality.
2. Duration. Receiving Party agrees to hold in confidence the Confidential Information for a period of five (5) years from the date of acceptance by the parties.
3. Use of Confidential Information. Receiving Party agrees to use the Confidential Information solely for the purpose of maintaining the security of the Product and will not disclose, publish, copy, or otherwise use any Confidential Information except as authorized in writing by Disclosing Party.
4. Exclusions. The obligations of confidentiality set forth herein shall not apply to any Confidential Information that: (i) is already known to Receiving Party; (ii) is or becomes generally available to the public through no fault of Receiving Party; (iii) is rightfully received by Receiving Party from a third party without a duty of confidentiality; (iv) is independently developed by Receiving Party without reference to the Confidential Information; or (v) is required to be disclosed by law, regulation, or legal process.
5. Obligations of Recipient. Receiving Party shall take reasonable measures to prevent unauthorized access to or disclosure of the Confidential Information, and shall only disclose the Confidential Information to those of its employees or agents who need to know such information in order to carry out the purpose of this Agreement. Receiving Party shall be responsible for any breach of this Agreement by its employees or agents.
6. Remedies. Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party for which monetary damages may be inadequate. Accordingly, Disclosing Party shall be entitled to seek injunctive relief against any breach or threatened breach of this Agreement, in addition to any other remedies available at law or in equity.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of law.
8. Entire Agreement. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof, and supersedes all prior and contemporaneous negotiations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of acceptance by the parties.

Derrick Adkins DBA Adkins Automation

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_