

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into effective July 17, 2012, by and between Spire Metering Technology LLC., a Massachusetts corporation, with offices located at 14B Craig Road, MA 01720, U.S.A., and Transducers Direct, a Ohio corporation, with offices located at 12115 Ellington Ct., Cincinnati, OH 45249, with regard to the following facts:

WHEREAS, each party to this Agreement possesses confidential and/or proprietary information related to technology and business activities, including, but not limited to business plans and outlooks, customer information, policies, projects, revenue, pricing, trade secrets, computer hardware and software (including, but not limited to, code, output, screen displays, file hierarchies, graphics and user interfaces), formulas, data, inventions, techniques, know-how, products, product designs, strategies, networks, services and third party confidential information (the "INFORMATION"); and

WHEREAS, each party in possession of INFORMATION (the "Disclosing Party") desires to disclose some of its INFORMATION to the other party (the "Receiving Party") subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises made herein, the receipt of certain INFORMATION and good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Permitted Use. The Receiving Party shall handle, use, treat and utilize such INFORMATION as follows: (a) hold all INFORMATION received from the Disclosing Party in strict confidence; (b) use such INFORMATION only for the purpose of (i) evaluating the possibility of forming a joint business relationship or other commercial arrangement between the parties concerning such INFORMATION, and (ii) if and when such relationship is formed by a written agreement, furthering the purpose and intent expressly stated in such written agreement; (c) reproduce such INFORMATION only to the extent necessary for such purpose; (d) restrict disclosure of such INFORMATION to its employees with a need to know (and advise such employees of the obligations assumed herein); and (e) not disclose such INFORMATION to any third party, including, but not limited to, any manufacturer or independent contractor, without prior written approval of such Disclosing Party. In addition, with respect to any equipment, component, software, or other items delivered to the Receiving Party by the Disclosing Party, the Receiving Party shall not reverse engineer, disassemble, decompile, or otherwise analyze the physical construction of, any such items.

The restrictions on the Receiving Party's use and disclosure of INFORMATION as set forth above shall not apply to any INFORMATION which the Receiving Party can demonstrate:

i. is wholly and independently developed by the Receiving Party without the use of INFORMATION of the Disclosing Party; or

ii. is or has become generally available to the public without breach of this Agreement by the Receiving Party; or

iii. at the time of disclosure to the Receiving Party, was known to such Receiving Party free of restriction and evidenced by documentation in the Receiving Party's possession; or

iv. is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or

v. is disclosed in response to a valid order of a court or other governmental body in the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order; provided, however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and permit the Disclosing Party to seek an appropriate protective order.

2. Designation. INFORMATION shall be subject to the restrictions of Section 1 if it is in writing or other tangible form and clearly marked as proprietary or confidential when disclosed to the Receiving Party or, if not disclosed in tangible form, if clearly identified as confidential or proprietary at the time of disclosure. The parties agree to use reasonable efforts to summarize the content of oral disclosures which are proprietary or confidential but failure to provide such summary shall not affect the nature of the INFORMATION disclosed if such INFORMATION was identified as confidential or proprietary when orally disclosed.
3. No Disclosure to Affiliates. This Agreement does not permit either party to disclose INFORMATION to any of that party's affiliates or to any other third party without the prior written consent of the Disclosing Party.
4. No License or Representations. No license to a party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any INFORMATION. No representation, warranty or assurance is made by either party with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or other rights of third persons.
5. No Obligation. Neither this Agreement nor the disclosure or receipt of INFORMATION shall be construed as creating any obligation of a party to furnish INFORMATION to the other party or to enter into any agreement or relationship with the other party.
6. Return of Information. All INFORMATION shall remain the sole property of the Disclosing Party which originally disclosed such INFORMATION, and all materials containing any such INFORMATION (including all copies made by the Receiving Party) shall be returned to the Disclosing Party immediately upon termination or expiration of this Agreement, or upon the Receiving Party's determination that it no longer has a need for such INFORMATION or upon notice from the Disclosing Party. Where the return of INFORMATION or materials containing INFORMATION (including copies) is impractical, the Receiving Party shall erase or destroy such INFORMATION and materials and certify in writing the erase or destruction of the same. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing such INFORMATION (including all copies thereof) have been returned, erased, or destroyed by the Disclosing Party.
7. Term. This Agreement shall become effective on the date first set forth above. Each and every disclosure of INFORMATION from one party to another party shall apply under this Agreement for a period of 60 month from the date of such disclosure. This Agreement shall terminate upon the happening of the earlier of:
 - (a) The written notice of either party to the other of its election, with or without cause, to terminate this Agreement; or
 - (b) The expiration of sixty (60) months from the date first set forth above.
8. Notice. Any notice or other communication made or given by either party in connection with this Agreement shall be sent via facsimile (with confirmation) or by registered or certified mail, postage prepaid, return receipt requested, or by courier service addressed to the other party at its current address at that time.
9. Survivability. Subject to Section 7, each party agrees that all of its obligations undertaken herein as a Receiving Party shall survive and continue after any termination or expiration of this Agreement.
10. Injunctive Relief. The parties agree that any unauthorized use of any of the INFORMATION in violation of this Agreement disclosed by a Disclosing Party will cause such Disclosing Party irreparable injury for which it would have no adequate remedy at law. Accordingly, the Disclosing Party shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other rights and remedies available to such Disclosing Party.

11. Attorneys' Fees. In the event either party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith.

12. Governing Law and Forum. This Agreement shall be governed in all respects solely and exclusively by the laws of the State of California, U.S.A. without regard to conflict of laws principles. The parties hereto expressly consent, and submit themselves, to the exclusive jurisdiction of the courts of California, and it is stipulated that venue shall be in Santa Clara County for the adjudication or disposition of any claim, action or dispute arising out of this Agreement.

13. Miscellaneous. This Agreement constitutes the entire understanding among the parties hereto as to the INFORMATION and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative. No party may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect.

14. Counterparts and Facsimile Delivery. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties intend to sign and deliver this Agreement by facsimile transmission. Each party agrees that the delivery of the Agreement by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Company Name

Spire Metering Technology LLC

By: _____

Print Name: _____

Title: _____

Company Name

Transducers Direct, LLC

By: _____


Print Name: R.W. MATTHEWS

Title: President