

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this ____ day of _____ by and between _____, with an address at _____ and Frobot, Inc, a West Virginia Corporation with an address at 257 Crowfield Circle, Lewisburg, West Virginia 24901.

WHEREAS, each party ("Disclosing Party") may provide certain information to the other party ("Receiving Party"), for the purposes of considering mutually beneficial business opportunities.

NOW, THEREFORE, in consideration for the mutual promises and agreements set forth herein, the Parties agree as follows:

1. Confidential Information. Confidential Information means any and all information disclosed by the Disclosing Party and/or its affiliates to the Receiving Party and/or its affiliates, either directly or indirectly, in writing, orally, by inspection of tangible objects, or by observation of systems, methods, processes, designs, concepts, devices, improvements, technologies and other ideas, including without limitation, the Disclosing Party's operating plans, financial information, business plans, trade secrets and know how, product concepts, marketing communication material, compilations, programs, software, devices, technologies, methods, techniques, results and prospects, customer, employee, stockholder and supplier information or lists, marketing plans and techniques, product concepts, experimental works, works in progress, research efforts, technical information, and data systems. This includes Confidential Information received prior to and subsequent to signing this Non-Disclosure Agreement.

2. Exceptions to Confidential Information. Confidential Information shall not, however, include any information which the Receiving Party can establish: (a) was publicly known and made generally available in the public domain prior to the time of disclosure to the Receiving Party by the

Disclosing Party or (b) becomes publicly known and made generally available after disclosure to the Receiving Party by the Disclosing Party through no action or inaction of the Receiving Party.

Either Party must notify the other promptly in writing of any misappropriation, unauthorized disclosure, or use by any person of Confidential Information. Recipient will take all steps reasonably requested by Disclosing Party to stop, limit or otherwise remedy such misappropriation, unauthorized disclosure or use.

3. Unauthorized Use of Confidential Information; Non-Circumvention - Injunction. Receiving Party shall not use Disclosing Party's Confidential Information for any purpose except to evaluate or engage in discussions concerning the business opportunity and/or effectuate potential transactions between the parties. Receiving Party shall not, without Disclosing Party's written consent, use Disclosing Party's Confidential Information to develop its own business or to compete with Disclosing Party, nor shall Receiving Party reverse engineer, disassemble, or decompile any prototypes, software, or other tangible object that embody Disclosing Party's Confidential Information. If it appears that the Receiving Party has engaged in unauthorized use (or has threatened to engage in unauthorized use) of Confidential Information in violation of this Agreement, Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from use of the Confidential Information in whole or in part. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

Neither Party shall confirm or deny any information of any kind in any way relating to the other Party or the other Party's business. If either Party is required by legal process to disclose any Confidential Information, said Party shall not be in breach of this Agreement, but shall provide the other Party with prompt prior written notice thereof so that the other Party may seek a protective order or other appropriate remedy to prevent or limit disclosure of any Confidential Information.

4. Maintenance of Confidentiality. The Receiving Party hereby agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that the Receiving Party takes to protect its own most highly confidential information, but in no event less than a reasonable degree of care. Each Party shall be fully responsible for any breach of the terms and conditions of this Agreement by any of its employees. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by a duly authorized representative of the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies in the same manner in which such notices were set forth in or on the original. The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

5. No Obligation. Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OTHER PROMISES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR OTHER PERFORMANCE OF ANY CONFIDENTIAL INFORMATION.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the receiving Party shall be and remain the property of the disclosing

Party and shall be immediately returned to the disclosing Party upon the disclosing Party's prior written request.

8. No License. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, mask work right, copyright, or any other intellectual property or proprietary right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information except as expressly set forth in this Agreement. The Receiving Party shall not acquire any right under this Agreement to use, and shall not use, the name (either alone or in conjunction with or as part of any other word or name) or any of its fanciful characters or designs or any of its related, affiliated, or subsidiary companies.

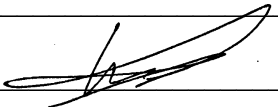
9. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

10. Remedies. The Receiving Party hereby agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the disclosing Party, entitling the disclosing Party to seek injunctive relief in addition to all legal remedies, without posting a bond or other surety.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns. The Parties agree that in the event of a dispute between the Parties, this Agreement will be governed by the laws of West Virginia. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, guarantees, promises and other understandings of the Parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by duly authorized representatives of both Parties.

Neither Party shall assign this Agreement, nor assign or delegate any rights or obligations hereunder, in whole or in part, without the prior written permission of a duly authorized representative of the other Party. Any attempted assignment in violation of the previous sentence shall be null and void. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision hereof, the Parties shall add as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible to be valid and enforceable. Each Party is an independent contractor and is not and shall not be deemed to be the legal representative or agent of the other Party for any purpose whatsoever, and neither Party is authorized by the other Party to transact business, incur obligations (either express or implied), bill goods, or otherwise act in any manner, in the name or on behalf of the other Party, or to make any promise, warranty, or representation in the name or on behalf of the other Party, except as expressly permitted in this Agreement. The article, section and subsection headings in this Agreement are only inserted for convenience and shall not affect in any way the meaning or interpretation of this Agreement. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any Party as a result of the source of its draftsmanship. This Agreement may be executed by exchange of signature pages by facsimile or electronic pdf files and/or in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the effective date listed on page one.

Signature: _____

Name: Tymofii Dolenko

Position: _____

Date: _____

Frobot, Inc.

Signature: _____

Name: Jeremy O'Sullivan

Position: CEO

Date: _____