

**NON-DISCLOSURE AGREEMENT**

**WITNESSETH:**

WHEREAS, Recipient and Company (Eagle Technologies Group) seek to have preliminary discussions relating to a potential business relationship; and,

WHEREAS, in connection with such potential relationship, Recipient has requested that Company furnish to Recipient in confidence certain business, technical and/or financial information which Company regards as valuable, confidential and proprietary; and,

WHEREAS, Company is willing to furnish such information to Recipient provided Recipient agrees to protect and keep confidential such information;

NOW THEREFORE, the parties hereto agree as follows;

1. "Proprietary Information" shall for the purpose of this Agreement, mean information disclosed by Company to Recipient, which is either nonpublic, proprietary or confidential in nature. For purposes of monitoring compliance with this agreement, written information disclosed by Company shall be marked "Confidential" and information disclosed orally shall be reduced to writing and also marked "Confidential".
2. Proprietary Information disclosed by Company to Recipient shall be used by Recipient solely for the purpose of evaluating the feasibility of a future business relationship with Company.
3. Recipient agrees to exercise all appropriate steps to safeguard the confidentiality of the Proprietary Information received from Company and shall neither disclose nor use such information in a manner other than as permitted in Paragraph 2 above without the prior written consent of Company.
4. In the event Company furnishes sample products or other equipment or material including software to Recipient, the items so received and any information learned therefrom shall be treated as Proprietary Information transferred to Recipient under this Agreement.

5. This Agreement shall not affect Recipient's right to use or disclose information:
  - a) which is or may hereafter be in the public domain through no wrongful act of Recipient;
  - b) which Recipient can show by written records predating such disclosure that such information was known on nonconfidential basis by Recipient prior to the disclosure by Company; or
  - c) which Recipient can show by written records to have been lawfully disclosed on a nonconfidential basis to Recipient by a third party subsequent to disclosure by Company.
6. The period for protecting information furnished under this Agreement shall expire three (3) years from the date of the last disclosure of Proprietary Information by Company.
7. Except for the limited right to use granted in Paragraph 3 above, no right or license, either express or implied, under any patent, copyright, trade secret, Proprietary Information or other information is granted hereunder.
8. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement with respect to disclosures made after the effective date of such termination, provided, however, that such termination shall not affect Recipient's obligations with respect to information disclosed prior to the effective date of termination.
9. Recipient shall, upon request of Company, return without retaining copies, all documents, materials, and other tangible medium containing Proprietary Information that was furnished by Company pursuant to this Agreement, including any studies, analyses, compilations or other materials prepared in whole or in part based on said Proprietary Information.
10. This Agreement shall be governed by and interpreted under the laws of the State of Michigan, and may not be superseded, amended or modified except by written agreement between the parties.
11. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the treatment of information to which this Agreement relates.
12. Company does not make any warranty or representation as to the accuracy or completeness of the information disclosed. No representation or warranty is made as to such information and none shall be made except as set forth in a signed acquisition agreement and then subject to the provisions thereof.

13. Therefore, the Recipient understands and agrees that if such information comes into the possession of certain parties, the Company could be seriously and irreparably damaged, and accordingly, the undersigned, in consideration for learning such information, agrees: (1) not to disclose, make known, divulge, disseminate or communicate such information, including the Company's name, to any person, firm, company, or other business entity at any time other than to perform an evaluation of future acquisition of the Company (Ref. Paragraph #2). This process shall allow the Recipient to disclose Company information provided under this agreement to its legal and financial advisors, named in Amendment I; (2) not to contact, solicit or interfere with Company's customers or company's relationship therewith; (3) to hold harmless and indemnify the Company from all liability, loss, damage, cost and expenses (including but not limited to reasonable attorney's fees) from whatever cause arising by reason of a breach of this Agreement by the undersigned; and (4) due to the irreparable harm that would occur to the Company and that there is no adequate remedy at law, the Company would be entitled to an injunction or similar equitable action to prevent any breach of this Agreement by the undersigned.
14. If Recipient is compelled to disclose Proprietary Information by governmental or judicial process, Recipient agrees to promptly provide Company with written notice of such request to allow sufficient time for the Company to seek a protective order.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties on the date first written above.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EAGLE TECHNOLOGIES GROUP

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_