

Cobalt Consulting, LLC NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made as of [DATE] (the "Effective Date") by and between Cobalt Consulting, LLC at 7420 Noward Road, Waterville, OH 43655 ("Company"), and [OTHER COMPANY NAME] located at [OTHER

COMPANY ADDRESS] ("Participant").

1. STATEMENT OF PURPOSE. This Agreement is being executed in connection with discussions and other exchanges of information that representatives of the parties have had or will have for various business purposes, which may include, but not be limited to: (a) evaluating the possibility of entering into a business relationship and/or certain business transactions; (b) disclosures in the course of a business relationship between the parties (to the extent not covered by other written agreements protecting the confidentiality of disclosures of confidential information); and (c) such other purposes as the parties may agree upon in writing (collectively, the "Purpose"). This Agreement is intended to allow both parties to have open discussions while affording protection against unauthorized disclosure or use of Confidential Information (as defined below).

2. CONFIDENTIAL INFORMATION. Each party understands and agrees that it may be furnished with or otherwise have access to non-public information that the other party considers to be of a confidential, proprietary, or trade secret nature, including but not limited to Company's technologies, systems, and processes, as well as other financial, business, and technical information, marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, procedures, and knowhow, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing (collectively, the "Confidential Information"). Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses

to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event using less than reasonable efforts. Neither party will sell, transfer, publish, disclose, or otherwise use or make available any portion of the Confidential Information of the other party to third parties, except to those of its directors, officers, employees or attorneys who clearly have a need-to-know the same, in furtherance of the specific

purposes of this Agreement and as expressly authorized in this Agreement. All such disclosures shall be subject to all of the terms and conditions of this Agreement, and the party making such disclosures to such directors, officers, employees and/or attorneys shall be fully responsible for

ensuring the compliance of all such parties with the terms and conditions of this Agreement. No license under any patent, trademark, copyright or any other worldwide intellectual property or proprietary rights laws is either granted or implied by the disclosure or provision of any Confidential Information. Nothing in this Agreement shall be deemed to obligate either party to

disclose any Confidential Information to the other, or to accept any Confidential Information from the other. In addition, nothing in this Agreement shall be deemed to commit or bind either party to enter into any other contractual or other relationship, or to purchase any goods or services of the other party.

3. NON-CONFIDENTIAL INFORMATION. Notwithstanding Section 2, Confidential Information of a party shall not include information which: (a) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party, without violation of this Agreement; (b) can be demonstrated to be (x) rightfully known to the receiving party as of the time of its disclosure, or (y) independently developed by the receiving party; (c) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (d) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, in which event the party subject to same shall provide prompt written notice to the other party prior to such disclosure so that such party may seek a protective order or other appropriate remedy.

4. OWNERSHIP. The receiving party agrees that all Confidential Information of the disclosing party which comes into the receiving party's custody or possession, is and at all times shall be the exclusive property of the disclosing party, to be used by the receiving party only for the specific purposes expressly authorized by this Agreement. At the request of the disclosing party at any time, the receiving party shall promptly destroy all of its copies of such Confidential Information or return the same to disclosing party (in accordance with the disclosing party's instructions), and shall, within thirty (30) days of receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the receiving party shall not retain any copies thereof. NO DISCLOSURE OF CONFIDENTIAL INFORMATION SHALL CONSTITUTE ANY REPRESENTATION OR WARRANTY REGARDING THE CONFIDENTIAL INFORMATION; ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS, AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR THE OTHER PARTY'S RELIANCE THEREON.

5. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof. The confidentiality obligations for Confidential Information constituting trade secrets (as determined under applicable law) shall continue for as long as such Confidential Information remains a trade secret. The confidentiality obligations for all nontrade secret Confidential Information shall continue until such time as the disclosing party publicly discloses such Confidential Information. The invalidity or

unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and any invalid or unenforceable provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under applicable law while retaining to the maximum extent possible the intent and economic benefit of the original provision consistent with applicable law. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. This Agreement is governed by and will be construed in accordance with the laws of the State of Maryland, without regard to conflicts of law principles. Sole and exclusive jurisdiction for any dispute under this Agreement shall be the appropriate federal or state courts in Maryland. Each

party is independent of the other and shall not be deemed to be an agent, partner, joint venture, or franchisor-franchisee with the other for any purpose. Each party acknowledges that its breach of this Agreement may cause irreparable injury to the other party and that the other party may seek and obtain injunctive and other equitable relief against such breach or threatened breach without the need of posting a bond or showing actual damages. In addition, a party shall be entitled to recover all damages and losses, including attorneys' fees and costs, incurred by such party as a result of or arising from the other party's breach or threatened breach of this Agreement. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in a mutually executed writing. Neither party shall disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other party, except as may be required by law. All notices under this Agreement shall be in writing and sent to the address listed herein (or to such different address as may be designated by a party by written notice to the other party), and shall be deemed to have been delivered (a) on the date personally delivered; (b) three days following the date mailed, when mailed postage prepaid by certified mail with return receipt requested; or (c) when sent via facsimile with confirmation of receipt. All notices to Company shall be sent to the attention of President. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single instrument. This Agreement may be delivered by Facsimile.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein for 2 years following the date of execution.

Cobalt Consulting, LLC Participant

Signature Signature

Name Name

Title Title

Date Date