



Non-Disclosure Agreement

This Mutual Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between Advanced Product Solutions Inc., ("Advanced Product Solutions") and the undersigned company ("Company").

PURPOSE. This Agreement is entered into for the purpose of authorizing the parties to exchange certain Confidential Information, as defined below, relating to (a) evaluating a potential business opportunity of mutual

INTEREST (b) furthering an existing business relationship, (c.) fulfilling each party's commitment if a proposed business transaction is pursued, or (d) as the parties otherwise agree in writing (each, a "Permitted Purpose"). Pursuant to the foregoing, each party may disclose or has already disclosed to the other certain Confidential Information which the disclosing party desires to be treated as confidential.

DEFINITION OF CONFIDENTIAL INFORMATION. As used herein, "Disclosing Party" and "Receiving Party" include each party's officers, directors, employees, affiliates, subsidiaries and assigns. For purposes of this Agreement, "Confidential Information" shall mean all tangible and intangible information or material disclosed by one party ("Disclosing Party") or otherwise made available or accessible to the other party ("Receiving Party") whether intentionally or inadvertently, regardless of the manner or medium of disclosure or access (e.g. visual, oral, writing, electronic form) that is described as proprietary or confidential or considered as confidential and proprietary by the Disclosing Party and shall include, but is not limited to, the following types of information and other information of similar nature: (a) the terms and conditions of this Agreement and any other agreement executed between the parties; (b) any information or communication about the Disclosing Party's business, business plans, sales, pricing, marketing plans, promotional and product strategies, customer information, operations information, employee information (compensation and agreements), technical information, vendor lists, financial information, (including, without limitation, financial statements, projections, budgets and spending plans), business records, models, test results, pro formas, and renderings; and (c) all information that is clearly marked or designated as "Confidential," or

which under the circumstances surrounding disclosure, should be reasonably understood by the Receiving Party to be confidential or proprietary information of the Disclosing Party.

PERMITTED USE. The parties shall use the Confidential Information only in furtherance of a Permitted Purpose or as otherwise directed in writing by the Disclosing Party. Each Receiving Party shall treat all Confidential Information of the Disclosing Party with at least the same degree of care it accords its own Confidential Information of like nature, but in no event less than reasonable care. Each Receiving Party will take (and will cause its employees and agents to take) commercially reasonable steps required to avoid inadvertent disclosure of Confidential Information in its possession:

EXCLUSIONS. Notwithstanding the foregoing. Confidential Information shall not include information of the Disclosing Party that: (a) was in the public domain at the time it was disclosed; (b) enters the public domain other than by breach of this Agreement by the Receiving Party; (c) is known to the Receiving Party at the time its disclosure by the Disclosing Party; (d) is disclosed to the Receiving Party by a third party who has the right to do so; and (e) is developed by the Receiving Party independently of any disclosure by the Disclosing Party hereunder (as established by the Receiving Party's business records).

TERM. Notwithstanding the conclusion or termination of the parties' relationship as described herein, whether due to cancellation or otherwise, the Receiving Party shall continue to fulfil its obligations hereunder and maintain the confidentiality of the Confidential Information for a period of two (2) years from the last date of disclosure

ACCESS TO CONFIDENTIAL INFORMATION. The Receiving Party will furnish access to the Confidential Information to its employees and third-party contractors solely on a need to know basis in furtherance of a Permitted Purpose

NO LICENSE. All Confidential Information disclosed by the Disclosing Party shall at all times remain the property of the Disclosing Party. The Disclosing Party is not hereby granting or extending to the Receiving Party any rights of any kind under any patent, copyright, trademark, trade secret or other intellectual property right which the Disclosing Party may now have or may hereby obtain with respect to the Confidential information

COPIES OF CONFIDENTIAL INFORMATION. Recording, copying, photographing or any other reproduction of Confidential information is prohibited without the prior written approval of an authorized representative of the Disclosing Party.

RETURN OF CONFIDENTIAL INFORMATION. The Receiving Party will upon the written request of the disclosing Party (a) promptly deliver to the Disclosing Party all Confidential information, including all copies reproductions, summaries, analyses or extracts thereof or based thereon; or (b) destroy all Confidential Information in the Receiving Party's possession or control and certify the Disclosing Party the destruction to thereof in a written certification signed by an authorized officer of the Receiving Party. This obligation to return or Destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated the ordinary course of the Receiving Party's information systems policies, provided that t the Receiving Party shall make no further use of such copies

REMEDIES. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach (or threatened breach), Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

ASSIGNMENT. Neither party shall have the right to assign this Agreement without the prior written consent of the other party. Any assignment without such consent shall be void and is a material breach hereof

COMPELLED DISCLOSURES. The Receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided the Receiving Party shall(to the extent permitted by applicable law) provide the Disclosing Party prompt written notice of any such proceeding and offer reasonable cooperation in any effort to obtain a protective order.

NO USE OF NAMES Neither party may use the name or logo of the other party or any of its affiliates, or any abbreviation or adaptation thereof, in any advertising, trade display, or published statement or press release, or for any other commercial purpose, without the prior written consent of the other party. The fact that the parties are engaged in discussions concerning the potential business transaction, and the terms of those discussions, shall be deemed Confidential Information s and may not be disclosed either party OF any purpose.

NO COMMITMENT. Nothing in this Agreement will constitute a commitment by either party to develop or disclose any information or materials, including any Confidential Information, or to acquire or recommend any product, service or asset of the other party. The provision of Confidential Information to the Receiving Party as contemplated under this Agreement and discussions held in connection with the potential business transaction between the parties will not prevent either party from pursuing similar discussions with third parties or obligate

either party to continue discussions with the other party, nor will either party otherwise be obligated to take, continue or forego any action.

NO WARRANTY. The Receiving party acknowledges that the Disclosing Party makes no express or implied representations or warranties as to the accuracy or completeness of any Confidential Information and all. Confidential information is provided to the Receiving Party on an "AS IS" basis. The Receiving Party agrees that the Disclosing Party shall have no liability to the Receiving Party relating to or arising from the use of any Confidential Information or for any errors therein or omissions therein

SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable, the balance of this Agreement shall remain in effect.

CHOICE OF LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to conflict of laws principles

ENTIRE AGREEMENT & AMENDMENT. This Agreement, together with all exhibits, schedules and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof with the exception of any prior confidentiality agreements between the parties. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date of signature below.

Advanced Product Solutions

Title:_____

Print:_____

Sign:_____

Disclosing Party

Title:_____

Print:_____

Sign:_____