

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Glebar Acquisition LLC (dba Glebar Company), a Delaware Limited Liability Company (including any related companies, subsidiaries, etc.) having its principal place of business at 565 East Crescent Avenue, Ramsey, NJ 07446 (the "Company") and \_\_\_\_\_, a \_\_\_\_\_ corporation (including any related companies, subsidiaries, etc.) whose principal mailing address is \_\_\_\_\_ (the "Second Party"). This Agreement shall supersede and replace any and all Non-Disclosure Agreements between the Parties (as defined below) or any predecessor entities, and to the extent that any of the rights or obligations contained within any prior agreement between the parties conflict with the rights and obligations contained herein, the terms of this Agreement shall be controlling and relate back to the period covered by the prior agreement.

WHEREAS the Company and the Second Party (the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; and/or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Confidential Information. The parties will have continuing access to each other's confidential and proprietary business information and trade secrets (collectively the "Confidential Information"), and the recipient ("Recipient") of such Confidential Information hereby agrees to keep and maintain the confidentiality of all of the disclosing party's ("Disclosing Party") Confidential Information. In this regard, the parties each acknowledge that the other has: (i) developed certain proprietary business plans and methods, documents, know-how, data and information, (ii) developed certain business contacts and strategies, and (iii) conceived of future business concepts which the Disclosing Party has a strong desire to maintain in the strictest confidentiality, and deems the confidentiality thereof as critical to its success. For purposes of this Agreement, all information disclosed by the parties shall presumptively be construed as being confidential and "CONFIDENTIAL INFORMATION" shall mean any and all information and data that may be disclosed, including but not limited to: trade secrets, products and business, as well as any other proprietary, developmental, technical, marketing, sales, operation, performance, costs, business methods and practices, market data, customers, financial statements, projections and plans, hardware, software, design and process information, and all record-bearing media containing or disclosing such information and/or techniques. By way of example and not by way of limitation, Confidential Information may be comprised of: (a) a party's name, service mark and logo; (b) its business plans and financial statements; (c) plans, concepts, methods, strategies, management tools, designs, formats, systems, research, and works in process; (d) customer lists, marketing plans and customer relationships and business contacts; (e) policies and procedures; (f) business practices and organization; (g) reports, data figures, statistics, analyses, benchmarks, compilations, summaries, plans and projections; (h) patents and/or patentable items, prototypes, forms, specifications, charts, graphs, tapes, diskettes, papers, books, records, materials and information in any medium; (i) information relating to the identities of and terms of dealings with Disclosing Party's customers, prospects, suppliers, contractors and sales agents; (j) information relating to Disclosing Party's financial arrangements, marketing strategies, operational procedures, business plans, financial projections, cost summaries, market analyses, and pricing or bidding methods; (k) Disclosing Party's copyrightable material, computer software, data base, source codes, compilations of information, reports, investigations, experiments, research, work in progress, drawings, designs, plans, specifications, and all other concepts, ideas, materials or information prepared or performed for or by Disclosing Party; and (l) any other material relating to Disclosing Party's conduct of its business, products or sales that is not readily available in the public domain. Each party acknowledges and agrees that the other party has legitimate business reasons for protecting the Confidential Information, and that the Disclosing Party regards the Confidential Information as integral to the success of its business. Recipient acknowledges and agrees that the Confidential Information is generally not known or not otherwise readily ascertainable by proper means by other persons and that the Disclosing Party desires that the information remain with it solely for its use.

2. Maintenance of Confidential Information. Any and all documents and information to be furnished pursuant to this Agreement are hereby conclusively presumed as being “CONFIDENTIAL” and the Recipient shall treat such documents and information as confidential pursuant to the terms and conditions of this Agreement. The designated documents and the information contained in such documents and materials furnished hereunder shall be maintained in the strictest confidence by the Recipient, as well as any of the officers, directors, agents, employees, representatives, and subcontractors of the Recipient, and the Recipient shall inform such officers, directors, agents, employees, representatives, and subcontractors that they are bound by the terms hereof. A Recipient will disclose Confidential Information only to those who have a need to know such information in the course of performing their duties. A Recipient will: (i) advise all of its employees, agents, representatives, outside contractors, consultants, customers or suppliers (collectively, “Representatives”) who receive the disclosing Party’s Confidential Information of the obligations of confidentiality, nondisclosure and restricted use under this Agreement; (ii) ensure that such Representatives do not directly or indirectly disclose any Confidential Information; and (iii) be responsible for the breach or any unauthorized disclosure of Confidential Information by any of its Representatives. In addition, upon request of the Disclosing Party, the Recipient shall be required to procure a written confidentiality agreement from each such Representative containing terms consistent with this Agreement. Except as otherwise provided herein, the Recipient will not otherwise disclose the fact that the Confidential Information has been provided to it, the existence of the terms of this Confidentiality Agreement, or the possible business transaction or any related discussions or negotiations.

3. Term. The Recipient shall, for a period of five (5) years from the date of disclosure, refrain from disclosing such Confidential Information to any other third party without prior, written approval from the Disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its officers, directors, agents, employees, representatives, and subcontractors who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the Disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

4. Ownership of Confidential Information; No License. All Confidential Information disclosed under this Agreement shall be and remain the sole and exclusive property of the Disclosing Party and nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any Confidential Information disclosed hereunder, nor as granting any right for the Recipient with respect to any products, intellectual property rights, concepts, systems, designs, techniques and/or processes of the Disclosing Party. The Parties agree that the Disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

5. Glebar’s Development Rights. The terms of this Agreement shall not be construed to limit Company’s right to design, develop or produce products, concepts, systems, designs, techniques and/or processes independently, and the Second Party hereby acknowledges that Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Second Party’s Confidential Information. Nothing in this Agreement will prohibit Company from developing or having developed products, concepts, systems, designs, techniques and/or processes that are similar to or compete with the products, concepts, systems, designs, techniques and/or processes contemplated by or embodied in the Confidential Information disclosed by the Second Party, provided that Company does not violate any of its non-disclosure obligations under this Agreement in connection with such development.

6. Limitations. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or

- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

7. Remedies. Each party acknowledges that the failure to adhere strictly to the Restrictive Covenants will cause substantial and irreparable harm to the other party, and that the remedies available at law for any breach or threatened breach of any obligation contained in this Agreement will be inadequate. Thus, the aggrieved party shall be entitled to injunctive relief in addition to any other remedy and damages available for such breach or threatened breach. Any obligation contained herein shall be extended by the length of time that the breaching party shall have been in breach of the obligation. Each party agrees that should it be found to have breached the requirements of this Agreement, it will pay to the other party all actual attorney fees, costs, and related expenses incurred in the enforcement of this Agreement and for remedying any violations thereof.

8. Return of Materials. Upon the oral or written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party any and all Confidential Information, including all documents, information and materials relating thereto as well as all copies thereof. Upon request from the Disclosing Party, the Recipient shall promptly destroy all copies of Confidential Information including all electronic or digital copies disclosed under this Agreement, and shall provide to the Disclosing Party a written and signed certificate of destruction.

9. Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision at a later time. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. Any litigation concerning this Agreement shall be brought only in the Superior Court, Bergen County, which court shall have the exclusive venue for and have exclusive jurisdiction over such litigation. The parties hereby expressly consent to the jurisdiction and venue of said courts and to service of process upon them regardless of where they may be located.

11. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that this invalidity or unenforceability shall not affect the other portions of this Agreement, and that the remaining covenants, terms, and conditions or portions thereof shall remain in full force and any arbitrator or court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

12. No Partnership. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

13. No Publicity. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

15. Performance of Necessary Acts. Each party agrees to perform any further acts and to execute and deliver any additional documents which may be reasonably necessary to carry out the provisions of this Agreement.

16. Understanding and Validity. Each party fully understands the terms of this Agreement and is satisfied with the same. Each party has entered into this Agreement, free of any duress or any other understandings, having acted on his or her own volition, executing this Agreement. Each party has been advised and assisted by legal counsel, and if either party enters this Agreement without consulting an attorney of its own choosing, then it has done so under its own volition.

IN WITNESS WHEREOF:

**GLEBAR COMPANY**

**SECOND PARTY:** \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title