

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and shall be binding by and among **THE CHEMQUEST GROUP INC.**, with an address at One Waterstone Place, 9435 Waterstone Boulevard, Suite 270, Cincinnati, Ohio 45249, and its affiliates, **CHEMQUEST POWDER COATING RESEARCH LLC** and **CHEMQUEST TECHNOLOGY VENTURES, LLC d/b/a CHEMQUEST TECHNOLOGY INSTITUTE** (collectively "Company"), and \_\_\_\_\_, with an address at \_\_\_\_\_ (hereinafter "Other Party").

**WHEREAS**, Company and Other Party are in the possession of certain business information relating to \_\_\_\_\_ (the "Information"); and

**WHEREAS**, disclosure of Information by either party (the "Disclosing Party") to the other (the "Receiving Party") may be made in connection with the services being provided by the Company to the Other Party (the "Permitted Use").

In consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Confidential Information

(a) "**Confidential Information**" means (i) any non-public information that is disclosed by Disclosing Party to Receiving Party that relates to Disclosing Party's business, including without limitation, the Disclosing Party's digital assets, intellectual property, services, products, product information and product concepts, new product ideas, business plans, financial data, customer information, lists of contractors, suppliers or consultants, marketing plans, technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc.), products, services, trade secrets, know-how, formulas, processes, ideas, and inventions (whether or not patentable) or that should be reasonably understood by Receiving Party as the confidential or proprietary information of Disclosing Party; (ii) any third party proprietary information that Disclosing Party is obligated to keep confidential and identified as such to Receiving Party; (iii) any notes, summaries, conclusions or anything else derived from or based on the above disclosed information; or (iv) any other information or material which gives the Disclosing Party some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of the Disclosing Party. Nothing in this Agreement is intended, or shall be construed, to limit the protections of any applicable law protecting trade secrets or other confidential information.

(b) Notwithstanding anything to the contrary herein, the existence or subject matter of this Agreement, including the fact that the Receiving Party has received Confidential Information from the Disclosing Party shall be deemed to be Confidential Information.

(c) Confidential Information shall not include any information that Receiving Party can show by written documentation: (i) is or falls into the public domain without fault of Receiving Party; (ii) was in its possession without any obligation of confidentiality prior to receipt thereof from Disclosing Party; or (iii) is obtained by Receiving Party from a third party without any obligation of confidentiality to Disclosing Party.

### 2. Nondisclosure Obligations

(a) Receiving Party shall hold Disclosing Party's Confidential Information in strictest confidence and shall not use or disclose Disclosing Party's Confidential Information without the prior written consent of Disclosing Party, which consent may be withheld at Disclosing Party's sole discretion. Receiving Party shall take all reasonable measures to protect the Confidential Information of Disclosing Party from falling into the public domain or the possession of persons other than those persons authorized to have any such Confidential Information, which measures shall include the highest degree of care that Receiving Party utilizes to protect its own information of a similar nature, but in no event less than a reasonable degree of care. Any director, officer, employee, advisor, accountant, attorney or agent given access to any Confidential Information of the Disclosing Party (each such individual, a "**Representative**") must have a legitimate "need to know," must have been advised of the obligations of confidentiality under this Agreement and must be bound in writing to obligations of confidentiality substantially similar to those set out in this Agreement. Receiving Party shall be responsible for any breach of this Agreement by any Representative as if such Representative had been substituted for "Receiving Party" as a party and signatory to this Agreement.

(b) The Receiving Party shall not directly, or indirectly, via a third party, analyze for chemical composition or reverse engineer any materials or samples provided by the Disclosing Party without prior written consent of the Disclosing Party.

(c) Nothing in this Agreement shall prohibit Receiving Party from disclosing Confidential Information of Disclosing Party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("**Required Disclosure**"); provided that Receiving Party shall: (i) give Disclosing Party prompt notice of such Required Disclosure prior to disclosure; (ii) cooperate with Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and/or (iii) in any event only disclose the

exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

### 3. General Provisions

(a) All Confidential Information of Disclosing Party is and shall remain the property of Disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information of Disclosing Party, or under any patent, copyright, trademark or trade secret of Disclosing Party. Receiving Party shall not copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information it receives from the Disclosing Party.

(b) ALL CONFIDENTIAL INFORMATION FURNISHED UNDER THIS AGREEMENT IS PROVIDED BY DISCLOSING PARTY "AS IS, WITH ALL FAULTS." DISCLOSING PARTY DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE, NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR ANY RIGHT OF PRIVACY, ANY RIGHTS OF THIRD PERSONS OR OTHER ATTRIBUTES OF ITS CONFIDENTIAL INFORMATION.

(c) This Agreement shall continue from the Effective Date for a period of three years. The parties' obligations under Section 2 and Section 3(j) shall survive any termination or expiration of this Agreement for any reason. Immediately upon: (i) the decision by either party not to enter into further dealings with one another; (ii) written request by Disclosing Party at any time; or (iii) upon the expiration or termination of this Agreement, Receiving Party shall immediately cease all use of and return to Disclosing Party all copies or extracts of Disclosing Party's Confidential Information, including work undertaken by Receiving Party pursuant to this Agreement, and including any and all work in progress, in any/all media and medium, and certify to the Disclosing Party, in writing by an authorized officer of Receiving Party, that any and all remaining electronic, digital or additional copies have been destroyed.

(d) Receiving Party shall not assign or transfer this Agreement or any of its rights hereunder or delegate any of its obligations hereunder (whether by merger, acquisition, or operation of law) without the prior written consent of the Disclosing Party, which consent may be withheld at the Disclosing Party's sole discretion. No permitted assignment shall relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed to it pursuant to this Agreement. Any assignment in violation of this Section shall be void. Subject to the foregoing, this

Agreement shall inure to the benefit of and be binding upon the parties, their permitted successors and permitted assigns.

(e) Nothing in this Agreement shall be construed to require Disclosing Party to disclose any Confidential Information to Receiving Party or to negotiate or enter into any business transaction with Receiving Party.

(f) The parties are independent entities. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Neither party's officers or employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other party for any purpose. Each party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party.

(g) Except as otherwise provided herein, all notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email transmission (in the case of email transmission, with copies by overnight courier service or registered mail) to the respective parties at the address designated above (or, in each case, as otherwise notified by any of the parties hereto) and shall be effective and deemed to have been given: (i) on the next business day when sent by email; and (ii) when received if delivered by hand or overnight courier service or certified or registered mail on any business day. Notices sent by multiple means, each of which is in compliance with the provisions of this Agreement will be deemed to have been received at the earliest time provided for by this Agreement.

(h) This Agreement is to be construed in accordance with and governed by U.S. Federal law to whatever extent a proprietary right granted by the United States of America is involved, and otherwise by the internal laws of the State of Ohio without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Ohio to the rights and duties of the parties. The parties hereto agree and consent to the exclusive jurisdiction of the federal and state courts having a situs in Hamilton County, Ohio, for any actions arising out of this Agreement.

(i) Receiving Party acknowledges and agrees that due to the unique nature of Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Receiving Party or third parties to unfairly compete with Disclosing Party resulting in irreparable harm to Disclosing Party and, therefore, that upon any such breach or any threat thereof, Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and without the need for the posting of any bond by the Disclosing Party.

Receiving Party will notify Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

(j) The Receiving Party acknowledges and agrees that any and all intellectual property rights and/or proprietary rights, including, but not limited to, any and all know-how, trade secrets, inventions whether patentable or not, patent applications or resulting patents, copyrights or copyrightable materials, consumer studies, schematics, derivative works, improvements, trademarks, trade dress, product look and feel or other information generated as a result of the Receiving Party's use of the Confidential Information shall be owned exclusively by the Disclosing Party.

(k) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject

matter hereof. It shall not be modified except by a written agreement signed by both parties. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to the party that drafted it. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. More than one counterpart of this Agreement may be executed by the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

(this section intentionally blank)

**COMPANY:**

**THE CHEMQUEST GROUP INC.;**

**CHEMQUEST POWDER COATING RESEARCH LLC;**

**CHEMQUEST TECHNOLOGY VENTURES, LLC d/b/a CHEMQUEST TECHNOLOGY INSTITUTE**

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

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

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

**OTHER PARTY:**

\_\_\_\_\_

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

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

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

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