

NONDISCLOSURE AGREEMENT

This Agreement, dated as of _____, is made by and between _____, (the “Receiving Party”) and Advanced Rework Solutions LLC. and its successors in interest (the “Disclosing Party”).

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information that has commercial and other value in the Disclosing Party’s business and is confidential in nature including, but not limited to, formulas, computer programs, databases, mask works, technical drawings, algorithms, trade secrets, patents, patent applications, technology, circuits, layouts, names and expertise of employees and consultants, know-how, designs, interfaces, materials, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer, supplier and product development plans, forecasts, strategies and information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as “Proprietary Information” of the Disclosing Party.

In consideration of the parties’ discussions and any access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party’s Proprietary Information in strict confidence as a fiduciary and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its most confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except for the sole limited business purposes of evaluating the Proprietary Information internally to determine whether to enter into the currently contemplated agreement with the Disclosing Party, (iv) not to remove or export from the United States or reexport any such Proprietary Information or any direct product thereof except in compliance with and with all licenses and approvals required under applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce, and (v) not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. Any employee given access to any such Proprietary Information must have a legitimate “need to know” and shall be similarly bound in writing.

2. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses (i), (ii), (iii) and (v) shall not apply with respect to any information that the Receiving Party can document (i) is (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally known to the public, or (ii) was rightfully in its possession or rightfully known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction. The Receiving Party may make disclosures required by court order provided the Receiving Party uses its best efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

3. Immediately upon (i) the decision by either party not to enter into the agreement contemplated by paragraph 1, or (ii) a request by the Disclosing Party at any time (which will be effective if actually received or three days after mailed first class postage prepaid to the Receiving Party's address herein), the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed if at all solely at the option of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed.

4. Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by the parties hereto.

5. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the State of California without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. The obligations contained herein shall continue in perpetuity. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Mutual Nondisclosure Agreement as of the day and year set forth below.

Date

DISCLOSING PARTY:

RECEIVING PARTY:

By _____

By _____

Name _____

Name _____

Title _____

Title _____