

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into by and between the parties set forth below (each a "Party" and collectively the "Parties"), as of the last date set forth below.

1. **Proposed Transaction.** The Parties wish to exchange certain confidential and proprietary information for the limited purpose of evaluating their interest in entering into a mutual business venture (the "Proposed Transaction"). As used in this Agreement, the Parties receiving and disclosing Confidential Information shall be referred to as the "Receiving Party" and the "Disclosing Party", respectively.

2. **Confidentiality / No-Circumvent.** During the term of this Agreement and for 12 months following its expiration or termination, each party shall maintain the Confidential Information of the other party in strict confidence; provided, however, that each party may disclose Confidential Information (i) to the extent required by law or pursuant to court or governmental agency orders and (ii) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel, accountants, consultants, Subagents, or employees. Confidential Information means all confidential or proprietary information of or relating to either Party, including but not limited to customer lists, source codes, software tools, designs, schematics, plans or any other information relating to any project, work in process, future development, marketing or business plan, or financial or personnel matter, its present or future products, services, sales, suppliers, customers, employees, investors or business, including whether or not identified by such party as confidential. No Party shall directly or indirectly, contact, deal with, solicit or otherwise attempt to transact business with the Source introduced by one Party to any other Party including Clients, Supplier and Partners, ("Source") at any time, in any manner or for any reason without the prior written consent and authorization of the Party introducing or disclosing the Source unless: (i). Either Party is already conducting business with Source or; (ii). is currently in negotiations with Source at the time the other Party introduces the Source.

3. **Exceptions.** Confidential Information does not include any information that (a) is now or subsequently becomes publicly available without breach of this Agreement; (b) can be demonstrated to have been lawfully known to the Receiving Party at the time of its receipt from the Disclosing Party; (c) is rightfully received by the Receiving Party from a third-party who did not acquire or disclose such information by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.

4. **Obligations.** The Receiving Party shall (a) keep the Disclosing Party's Confidential Information in strict confidence and (b) not disclose any Disclosing Party's Confidential

Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall not use, or permit others to use, Confidential Information for any purpose other than for evaluating the Proposed Transaction.

5. **Measures.** The Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature, which shall not be less than the care a reasonable person would use under similar circumstances.

6. **Permitted Disclosures.** The Receiving Party shall restrict the possession, knowledge, development and use of the Disclosing Party's Confidential Information to its directors, officers, members, employees, consultants, counsel, accountants, professional advisors, and any potential investor or acquiror of a substantial part of such Party's business (whether by merger, sale of asset, sale of stock or otherwise) and (a) whose duties justify access to such Confidential Information, (b) who have a need to know such Confidential Information in connection with the Proposed Transaction, and (c) who are bound by a non-disclosure agreement or confidentiality obligations consistent with and at least as protective as this Agreement.

7. **Compelled Disclosure.** Each Party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state or local law, regulation, court order, or other legal process, provided the Receiving Party has given the Disclosing Party prior written notice of such required disclosure and, to the extent reasonably possible, has given the Disclosing Party an opportunity to contest such required disclosure at the Disclosing Party's expense.

8. **Notification.** The Receiving Party shall notify the Disclosing Party immediately in the event the Receiving Party learns of any unauthorized possession, use or knowledge of the Disclosing Party's Confidential Information or materials containing such Confidential Information, and will cooperate with the Disclosing Party in any proceeding against any third parties necessary to protect the Disclosing Party's rights with respect to the Confidential Information.

9. **Ownership.** The Disclosing Party, or the relevant third party, as the case may be, retains all right, title and interest in and to its Confidential Information, including any intellectual property rights thereof, and the Receiving Party shall have no rights, by license or otherwise, to use or disclose the Confidential Information except as otherwise expressly provided herein. For the purposes of this Agreement, intellectual property rights shall mean

all those rights and interests, whether by statute or under common law, relating to copyrights, patents, trademarks, trade secrets, or any similar rights.

10. **NO Further Rights.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in Confidential Information except for the use of such Confidential Information as expressly provided herein. This Agreement is not intended, nor shall it be construed to imply or create a promise or intention to engage in any future business opportunity or convey any right in or upon either party to enter into a contract regarding this agreement nor does it convey or create in or upon any right upon any person not a party to this Agreement.

11. **No Obligation Regarding Business Opportunity.** The parties expressly agree that the disclosure of Confidential Information hereunder and any discussions held in connection with the business opportunity shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the business opportunity. Any estimates or forecasts provided by either party to the other shall not constitute commitments. No contract of agreement providing for a business opportunity will exist until a definitive contract is executed.

12. **Term & Termination.** The obligations under this Agreement shall take effect as of the last date set forth below and continue for a period of one (1) year. Either Party may terminate this Agreement at any time by written notice to the other. Notwithstanding any such expiration or termination, each Party's respective confidentiality obligations under this Agreement shall survive, with respect to any Confidential Information received prior to such expiration or termination, for a period of three (3) years from the date of disclosure of such Confidential Information, or such longer period as required by law, regulation, or court order (e.g., trade secrets law, administrative rule, protective orders, etc....) The Receiving Party shall promptly return or certify the destruction of all tangible material embodying Confidential Information (in any form and including, by way of example and not limitation, all summaries, copies and excerpts thereof) upon the earlier of (a) the completion or termination of the dealings between the Parties, or (b) the Disclosing Party's written request.

13. **Injunctive Relief.** The Parties acknowledge that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or are an inadequate remedy. Therefore, the Disclosing Party shall have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement. The Receiving Party shall pay the Disclosing Party its attorneys fees in the event it prevails in any action to enforce this Agreement against the Receiving Party.

14. **Disclaimers.** CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SUITABILITY AND NON-INFRINGEMENT. NEITHER PARTY SHALL BE UNDER ANY LEGAL OBLIGATION OF ANY KIND WITH RESPECT TO THE PROPOSED TRANSACTION, INCLUDING AN OBLIGATION TO NEGOTIATE OR CONCLUDE A DEFINITIVE AGREEMENT THEREOF.

15. **Assignment.** Neither Party may assign, delegate or otherwise transfer this Agreement or any rights or obligations thereunder, except to such Party's Affiliates or successors in interest, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempt to effectuate an assignment, delegation or transfer in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

16. **Waiver.** Any failure to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

17. **Severability.** Each provision of this Agreement shall be severable from every other provision for the purpose of determining the legal enforceability of any specific provision.

18. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either Party may specify in writing.

19. **No Agency.** Nothing herein shall be construed as creating a partnership, joint venture, an employment relationship or an agency relationship between the Parties, or as otherwise authorizing either Party to act for the other. The Parties hereto are independent contractors for all purposes.

20. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, United States of America, without regard to its choice of law principles.

21. **Entire Agreement.** This Agreement contains the entire understanding of the Parties hereto with respect to the transactions and matters contemplated hereby, and supercedes all previous agreements between the Parties concerning the subject matter, and cannot be amended except in writing and signed by both Parties.

By: Crash Survival Solutions, LLC	By: _____
Printed Name: Philip H. Bonello	Printed Name: _____
Title: President and CEO	Title: _____
Date: _____	Date: _____
Address: 1635 North Mohawk Chicago, IL 60641	Address: _____
Fax: _____	Fax: _____
E-mail: Phil@CrashSurvivalSolutions.com	E-Mail: _____