

MUTUAL CONFIDENTIAL NONDISCLOSURE AGREEMENT

AGREEMENT made this ___ day of _____, 20___, by and between the party indicated on the signature page hereto (hereafter referred to as "Partner") and SAY Security Group USA LLC, a Ohio corporation and having an address at 520 East Montford Ave. Ada, Ohio 45810 (hereafter referred to as "SAY Security").

WHEREAS, Partner and SAY Security both possess certain Proprietary Information (as hereafter defined); and

WHEREAS, Partner and SAY Security are both desirous of receiving, reviewing and evaluating the other party's Proprietary Information in connection with entering into a potential business relationship (hereafter referred to as the "Business Purpose").

The parties hereto agree as follows:

1. As used herein, the term "Proprietary Information" shall mean any and all financial, technical, commercial or other information concerning the business and affairs of either party hereto (the "Disclosing Party") that has been or may hereafter be provided or shown to the other party (the "Reviewing Party") or its employees, officers, directors, representatives or agents or those representatives of the Reviewing Party's advisors (collectively, the "Representatives"), irrespective of the form of the communication, by the Disclosing Party or by its representatives or agents (including attorneys and financial advisors), and also includes all notes, analyses, compilations, studies or other material prepared by the Reviewing Party or the Representatives containing or based, in whole or in part, on any information provided or shown by the Disclosing Party or by its representatives or agents.

The term "Proprietary Information" shall not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the Reviewing Party or the Representatives, (ii) was available to the Reviewing Party on a non-confidential basis prior to its disclosure to the Reviewing Party by the Disclosing Party or its representatives or agents, provided that the source of such information is not bound by a confidentiality agreement with the Disclosing Party or its representatives or agents or otherwise prohibited from transmitting the information to the Reviewing Party or the Representatives by a contractual, legal or fiduciary obligation, or (iii) becomes available to the Reviewing Party or the Representatives on a non-confidential basis from a source other than the Disclosing Party or its representatives or agents, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or its representatives or agents or otherwise prohibited from transmitting the information to the Reviewing Party or the Representatives by a contractual, legal or fiduciary obligation.

2. Partner and SAY Security hereby acknowledge the existence of a confidential relationship between them.

3. In view of the existence of the confidential relationship, Partner and SAY Security hereby agree to disclose their respective Proprietary Information to the other party for the Business Purpose only.

4. In consideration of the willingness of Partner and SAY Security to provide their respective Proprietary Information to the other party, Partner and SAY Security hereby agree to receive and retain the other party's Proprietary Information in confidence and to use the other party's Proprietary Information only for the Business Purpose. Partner and SAY Security further agree to make no other use of the other party's Proprietary Information, to refrain from disclosing the other party's Proprietary Information to third parties other than only to those employees or agents with a need to know, to inform all such employees and agents of the confidential and proprietary nature of the other party's Proprietary Information and to require each such employee or agent to agree to retain the other party's Proprietary Information in confidence.

5. Partner and SAY Security each also hereby agree that, except as required by law, as confirmed by a written legal opinion, neither it nor its agents, representatives or employees will disclose to any person the fact that Proprietary Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible business relationship between the parties or any of the terms, conditions or other facts with respect to such possible business relationship, including the status thereof.

6. If Partner or SAY Security is requested or becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the other party's Proprietary Information, Partner or SAY Security, as applicable, shall promptly notify the other party in order to permit the other party to seek a protective order or take other appropriate action. Partner or SAY Security, as applicable, shall also cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Proprietary Information. If, in the absence of a protective order, Partner or SAY Security, as applicable, in the written opinion of its counsel addressed to the other party shall be compelled as a matter of law to disclose the Proprietary Information, Partner or SAY Security, as applicable, shall disclose to the party compelling disclosure only the part of the Proprietary Information as, in the opinion of such counsel, is required by law to be disclosed; provided that Partner or SAY Security, as applicable, shall exercise its reasonable efforts to obtain an order or reasonable assurance that confidential treatment shall be accorded such Proprietary Information.

7. Partner and SAY Security each also hereby agree that neither it nor its officers, directors, agents, representatives or employees will interfere with the other party's business by soliciting, attempting to solicit, inducing, or otherwise causing any employee of the Company to terminate his or her employment in order to become an employee, consultant or independent contractor to or for the other party or its Affiliates. The term "Affiliate" means any person, firm or corporation, directly or indirectly through one or more intermediaries, controlling, controlled by or under common control with the party.

8. The term of this Agreement, including all confidentiality obligations hereunder, shall extend indefinitely and the obligation hereunder shall only be terminated pursuant to a written agreement between the parties hereto.

9. Each party understands and agrees that no contract or agreement providing for a business relationship (other than the confidential relationship referred to in paragraph 2 hereof) shall be deemed to exist between the parties unless and until a definitive agreement provided for such relationship ("Transaction Agreement") has been executed and delivered by each party. For purposes of this paragraph, the term "Transaction Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid by any party.

10. Upon written notice from the other party, Partner and SAY Security shall (a) return all documentary materials, software, specimens and other Proprietary Information of the other party received under this Agreement and shall retain no copies or duplicates thereof, (b) destroy all notices and memoranda made by it that contain the other party's Proprietary Information, and (c) certify to the other party in writing that it has fully complied with the obligations contained in Subsections 10 (a) and (b).

11. Partner and SAY Security acknowledge that no right or license, express or implied, is granted hereunder with respect to any Proprietary Information disclosed hereunder by the other party.

12. Partner and SAY Security expressly agree that the provision of Proprietary Information hereunder and discussion held in connection with the Business Purpose shall not (a) prevent either party from pursuing similar discussions with third parties or obligate either party to take, continue to forego any action relating to the Business Purpose (subject to its confidentiality obligations hereunder), or (b) require either party to disclose any such discussions or action now or in the future.

13. Each of the parties acknowledges that use or disclosure by it of the disclosing party's Proprietary Information except as permitted by this Agreement would cause immediate and irreparable harm to the disclosing party for which money damages would be inadequate. Therefore, the disclosing party will be entitled to obtain injunctive relief for the receiving party's breach of any of its obligations hereunder without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such breach, but shall be in addition to all other remedies available at law or in equity.

14. This Agreement may not be assigned or transferred by either party hereto, except to the purchaser of all or substantially all of the assets of it.

15. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

16. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SAY Security Group USA LLC

By: _____

By: _____

Title: _____

Title: _____

Address: _____
