

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “**Agreement**”) is made as of _____, (the “**Effective Date**”) by and between _____ with principle offices at _____ (the “**Company**”), and CASTLERAY, LLC, a Delaware limited liability company, with principle offices at 400 S. Indiana St., Hobart, IN 46342 (“**CASTLERAY**”).

RECITALS

A. The Company and CASTLERAY are interested in exploring the possibility of entering into a mutually beneficial business relationship. The Company and CASTLERAY sometimes will be referred to collectively as the “**Parties**”, and individually as a “**Party**”.

B. Therefore, to protect each other from unfair competition, the Company and CASTLERAY have agreed to satisfy the confidentiality and related obligations set forth below in this Agreement, as a condition precedent to receiving each other’s confidential and proprietary information, and exploring the possible business relationship.

CLAUSES

In consideration of the preceding, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the “**Confidential Information**” of a Party means all information and materials which concern such Party’s business, including but not limited to all consultations, formulae, customer lists, supplier lists, personnel information, reports, data, specific customer and supplier requirements, internal business organization information, financial data, sale, price and cost information, work-in-process, marketing plans, business referral sources, research and development, intellectual property, technologies, processes and methods, whether communicated orally, in writing or electronically, before or after the Effective Date. The Party who receives the other Party’s Confidential Information will sometimes be referred to as the “**Recipient**,” and the party who discloses its Confidential Information under this Agreement to the other party will sometimes be referred to as the “**Disclosing Party**.” Confidential Information shall not include, and a Recipient shall have no obligation to hold in confidence any information received under this Agreement which: (a) was previously known to the Recipient free of any obligation to keep confidential; (b) is or becomes part of the public domain as evidenced by a printed publication or other equally conclusive evidence, and without breach of this Agreement; (c) is received from a third party as a matter of legal right without breach of this Agreement and without confidentiality restrictions; (d) is independently developed without reference to or use of Confidential Information received under this Agreement; or (e) is approved for public release by written authorization of a duly authorized representative of the Disclosing Party.

2. **Acknowledgments.** Each Recipient acknowledges and agrees that: (a) all Confidential Information of the Disclosing Party is highly confidential, not generally known in the industry, is protectable under federal and state intellectual property laws, constitutes “Trade Secrets” of and is proprietary to the Disclosing Party (except solely for such information which is in the public domain); (b) the Disclosing Party has invested a significant amount of time and money to develop and will continue to invest significant sums to maintain its Confidential Information; (c) the Disclosing Party has instituted procedures to protect the confidentiality of its Confidential Information and the Disclosing Party derives substantial economic benefit from the fact that its Confidential Information is confidential; and (d) the Disclosing Party’s competitors would obtain unfair economic and competitive advantages if its Confidential Information was disclosed or used in competition with the Disclosing Party, and any such disclosure or use would result in irreparable and continuing injury to the Disclosing Party.

3. **Confidentiality.** Each Recipient agrees that, whether or not it enters into a transaction with the Disclosing Party, Recipient shall: (a) hold the Disclosing Party’s Confidential Information in trust solely for the Disclosing Party’s benefit and use; (b) not directly or indirectly sell, alienate, transfer, assign, disclose or divulge

Disclosing Party's Confidential Information to any person or entity without the Disclosing Party's prior, written permission; and (c) not directly or indirectly use Disclosing Party's Confidential Information or any information relating to Disclosing Party's Confidential Information for the benefit of any individual, business, profession, partnership, corporation, joint venture, limited liability company or other endeavor including itself, nor in any way utilize or exploit any Disclosing Party's Confidential Information commercially, nor prepare any design or derivative work from or predicated on any Confidential Information of Disclosing Party. Notwithstanding the foregoing, each Recipient may disclose the Confidential Information to the Recipient's agents, consultants, advisors, or other representatives who have a need to review the Confidential Information in connection with the possible business relationship; provided, however, the Recipient will inform such agents, consultants, advisors, or other representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information confidentially in accordance with this Agreement.

4. **Injunctive and Other Relief.** Each Recipient acknowledges that if it breaches any of its obligations under this Agreement, it will cause damage of an irreparable and continuing nature to the Disclosing Party, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate money damages, each Disclosing Party is entitled to obtain injunctive relief (including but not limited to a temporary restraining order) to prohibit a Recipient's continuing breach of the terms of this Agreement.

5. **Reproductions Prohibited.** Each Recipient shall not reproduce, copy, duplicate or distribute any Confidential Information of the Disclosing Party without first obtaining the express, written consent of said Disclosing Party.

6. **Survival of Covenants.** Each Recipient's confidentiality obligations under this Agreement shall survive and continue until the Confidential Information of the Disclosing Party no longer is considered Confidential Information pursuant to this Agreement through no fault of such Recipient, in which case, such Recipient's confidentiality obligations shall cease as concerns solely such specific Confidential Information of the Disclosing Party.

7. **Title Protection.** Each Party covenants that it will not attack, compromise, file suit against or in any manner attempt to vitiate or commit or fail to take any action which could vitiate any of the other Party's rights, titles or interests in the other Party's Confidential Information. Each Party shall not utilize reverse engineering, disassembly or any other means to develop a product, database, list, process or business plan based on any Confidential Information of the other Party.

8. **Indemnification.** Each Recipient will defend, indemnify and hold harmless each Disclosing Party and its successors, assigns and affiliates (collectively the "**Indemnitees**"), on demand, from any liabilities and expenses, including but not limited to attorneys' and accountants' fees, investigation costs, travel costs, transcript costs, disbursements, settlement amounts, judgments, lost profits, lost business opportunities, fines or penalties, which any Indemnitees incur in connection with, in settlement of or resulting from any claims, actions, suits or proceedings (whether civil, criminal, administrative or investigative, including all associated appeals) which involve or threaten any Indemnitees, as parties or otherwise, that are in any way based upon or associated with such Recipient's failure to satisfy the confidentiality and related obligations set forth in this Agreement.

9. **Return of Data - No Use.** Upon the written request of the other Party, each Party immediately shall return to the other Party all the other Party's Confidential Information and all associated notes, data, reference material, software, memoranda, programs, documents and records, including copies of any of the foregoing. Neither Party will retain any copies or abstracts of the foregoing items relating to the other Party's Confidential Information, in any media, and acknowledges that this Agreement does not grant any use or other rights therein, except to review the same to consider the possible business relationship.

10. **No Warranty.** Each Recipient understands that the Disclosing Party has not made any representation or warranty as to: (a) the completeness or performance of its Confidential Information; (b) that its Confidential Information is free from error; (c) whether its Confidential Information or any component thereof will now or in the future be ready for release or commercial use; nor (d) the overall potential performance of any

transaction between the Disclosing Party and Recipient. Each Recipient specifically waives and each Disclosing Party specifically disclaims all representations or warranties concerning such Disclosing Party's Confidential Information, whether express or implied, oral or written, arising by trade usage or otherwise.

11. Complete Understanding. This Agreement constitutes the complete understanding between the Parties. No alteration or modification of any of this Agreement's provisions shall be valid unless made in writing and signed by both Parties. This Agreement is binding on all successors, assigns, subsidiaries and affiliates of the Parties.

12. Applicable Law. The laws of the State of Delaware (other than those pertaining to conflicts of law) shall govern this Agreement.

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

CASTLERAY, LLC

By: _____
(signature)

Name: _____
Its: _____

(Company)

By: _____
(signature)

Name: _____
Its: _____