

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement (the "Agreement") made as of _____, 202__ by and between Maxcess International Corporation, located at 1211 W. 22nd Street, Oak Brook, IL 60523 ("Maxcess"), and _____, located at _____ (hereinafter "Company"). Each of Maxcess and Company is referred to herein individually as a "party," and collectively, as "parties."

BACKGROUND

This Agreement covers the sharing of confidential and proprietary information by and between the parties for the purpose of exploring a potential business relationship and furthering any potential business transactions and/or business relationship that shall develop therefrom as agreed between the parties (the "Project"). The term "Representative" shall mean any representative, counsel, accountant, director, officer, employee or agent of a party or any of such party's affiliates. The term "affiliates" shall mean any legal or natural person which directly or indirectly controls, is controlled by or is under common control with either party hereto. For purposes of this definition, control shall mean the ownership of more than 40% (forty percent) of the voting rights of a person.

Each party hereto expects that it and its Representatives will disclose (in such capacity, the "Disclosing Party") to the other party (in such capacity, "Receiving Party") certain information which Disclosing Party considers to be confidential and proprietary; provided however, that in accordance with Section 8 below, neither party hereto shall have any obligation to disclose any Confidential Information (as defined below) to the other party. Any disclosure of Confidential Information by the parties hereto is predicated upon their mutual compliance with and reliance upon this Confidentiality Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and intending to be legally bound, each party hereto agrees as follows:

1. Definition of Confidential Information. All proprietary information provided by Disclosing Party to Receiving Party in connection with the Project in electronic, oral, written, or any other form, whether furnished prior to, on or after the date hereof is referred to in this Agreement as "Confidential Information." "Confidential Information" includes but is not limited to any technical and non-technical information related to a party's business or the business of one or more of its affiliates, and current, future and proposed products and services of each of the parties and/or their affiliates, including for example and without limitation, each party's

and each party's affiliates' respective information concerning research, development, design, details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans; and also includes the existence and terms of discussions or negotiations between the parties regarding the Project and the status thereof.

Notwithstanding the foregoing, however, Confidential Information shall not include information (i) which is already in, or subsequently comes into, the public domain other than through a violation of this Agreement; (ii) which is rightfully received by Receiving Party on a non-confidential basis from a source other than Disclosing Party or on Disclosing Party's behalf, which source is not bound by a confidentiality agreement to Disclosing Party; (iii) was within the possession of Receiving Party at the time of receipt from Disclosing Party; or (iv) which is developed by or on behalf of Receiving Party or any of its affiliates without use of Disclosing Party's Confidential Information.

2. Use of Confidential Information. Receiving Party agrees that it will not, without the prior written permission of Disclosing Party, which may be granted in Disclosing Party's sole discretion, use Disclosing Party's Confidential Information, or any alterations or modifications thereof, for any reason other than for the purposes set forth in the Background section of this Agreement. In particular, unless specifically requested to do so by Disclosing Party in writing, Receiving Party shall be prohibited from directly or indirectly analyzing the composition of any samples provided as part of Disclosing Party's Confidential Information, or modifying, reverse engineering, or preparing derivative works based on Disclosing Party's Confidential Information. Any samples exchanged between the parties (i) shall remain the property of Disclosing Party, (ii) are considered Confidential Information of Disclosing Party, and (iii) shall be used solely as permitted under this Agreement.

3. Return of Materials. Confidential Information supplied shall not be reproduced by Receiving Party in any form (including in any analysis or memoranda) except as required in connection with the Project. In addition, upon request of Disclosing Party, Receiving Party shall destroy or return to Disclosing Party any Confidential Information in written or other tangible form which it has received or compiled and which is within its possession or control. In addition, upon request of Disclosing Party, each party shall destroy all copies (including electronic data) of any analyses, notes, memoranda, diagrams, compilations, studies or other documents that it has prepared containing or reflecting any Confidential Information of Disclosing

Party. Upon destruction of Disclosing Party's Confidential Information, Receiving Party shall provide to Disclosing Party written confirmation of such destruction. Receiving Party shall not retain any copies or summaries of such Confidential

Information unless expressly approved in writing by Disclosing Party or required by regulatory authorities; provided, however, that each party may retain a copy of (i) this Agreement, and (ii) any document requested to be returned or destroyed in the offices of their counsel for the sole purpose of determining the parties' respective obligations under this Agreement.

4. Ownership of Confidential Information. Each party recognizes and agrees that the Confidential Information received from the other party shall remain solely such other party's property and constitute proprietary property and valuable trade secrets of such other party. Neither party hereto intends or understands this Agreement to be granting any intellectual property rights, or any license or right, express or implied, under any patent or other intellectual property rights, nor as representing any commitment by either party to enter into any license or other agreement by implication or otherwise.

5. Non-Disclosure and Protection of Confidential Information. Each party hereby agrees that it will hold the other party's Confidential Information, and any alterations or modifications thereof in strict confidence and will take all reasonable precautions to prevent unauthorized disclosure of the foregoing (using at least the same degree of care that each party uses to protect its own confidential or proprietary information). Receiving Party agrees to maintain appropriate security measures in order to carry out the purpose of this Agreement, including, without limitation, limiting the disclosure of the Confidential Information, and any alterations or modifications thereof, to Representatives of Receiving Party who have a need to know, and who are bound by an obligation of confidentiality to Receiving Party that would include this Agreement. Receiving Party will inform each such Representative of his or her obligations under this Agreement before such Representative receives Confidential Information and will use its best efforts to ensure compliance by each such Representative with those obligations. Receiving Party shall be responsible for any violation of this Agreement by such Representative and shall be jointly and severally liable with such Representative for any violation. Receiving Party shall immediately notify Disclosing Party in the event of any suspected or actual loss or unauthorized disclosure of Confidential Information of Disclosing Party.

6. Confidential Information of Third Parties. Each party recognizes and acknowledges that certain confidential data of Disclosing Party's customers, suppliers and other third

parties (collectively, "Third Parties") may be made available to or utilized by Receiving Party in connection with the Project. Each party further acknowledges that Disclosing Party may, in certain cases, be subject to nondisclosure or secrecy agreements with certain Third Parties. Accordingly, Receiving Party expressly agrees and warrants that it will not and it will cause its Representatives not to, at any time, disclose any such confidential data of any Third Party to others, excepting the Representatives of Receiving Party in accordance with Section 5 hereof, nor make use of such confidential data at any time, except in connection with the Project.

7. Compulsion of Materials. In the event Receiving Party is requested, or becomes legally compelled (by subpoena, deposition, request for documents, civil or criminal investigative demand or similar process), to disclose any Confidential Information it shall provide prompt written notice of the same to Disclosing Party. In the event that Disclosing Party does not obtain a protective order or other remedy within a reasonable time, Receiving Party may furnish only that portion of the Confidential Information that it is reasonably advised by its counsel is legally required to be disclosed, and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

8. No Obligations or Commitments. Nothing in this Agreement shall be construed as establishing any joint venture or other business relationship between the parties beyond those matters specifically addressed in this Agreement. Neither party shall have any obligation to commence or continue discussions or negotiations, to conduct discussions or negotiations in any particular manner or to exchange any Confidential Information, or to reach or execute any agreement (other than this Agreement) with the other party.

9. No Violations. Each party represents and warrants that its entering into or continuing any discussions or negotiations with the other party in connection with the Project does not and shall not violate any agreement (whether express or implied, or by operation of law) with any third person.

10. No Representations or Warranties. Nothing contained in any discussion between the parties or in any Confidential Information shall be deemed to constitute a representation or warranty, and neither party makes any representation or warranty regarding the accuracy or completeness of the Confidential Information. Except for those matters specifically set forth in this Agreement or in any separate written agreement executed by the parties, neither party shall be entitled to rely on any statement, promise, agreement or understanding, whether oral or written, or any

custom, usage or trade, course of dealing, or conduct, and neither party shall have any liability to the other therefor.

11. Injunctive Relief. As each party recognizes and agrees that the Confidential Information received from the other party shall remain solely such other party's property and constitute proprietary property and valuable trade secrets of such other party, the parties acknowledge that failure to comply with the terms of this Agreement will cause immediate and irreparable damage, and that monetary damages would not provide an adequate remedy for such breach. Therefore, both parties agree that in addition to any other remedies at law or in equity available for breach of this Agreement, the nonbreaching party will be entitled to seek specific performance, injunctive relief, or other equitable relief to prevent such damage or further damage regarding its own Confidential Information. The prevailing party in any action to enforce the provisions of this Agreement or to obtain injunctive relief shall be entitled to recovery of its reasonable attorneys' fees and costs, including any appellate fees and the costs, fees and expenses incurred.

12. Term; Survival. This Agreement shall govern all Confidential Information that is disclosed between the date hereof and the date that is five (5) years thereafter. The obligations of the parties under this Agreement shall survive expiration or termination of this Agreement: (a) with respect to Confidential Information other than Confidential Information that constitutes a trade secret, for a period of five (5) years following such expiration or termination, and (b) with respect to Confidential Information that constitutes a trade secret, for so long as such information remains a trade secret under applicable law.

13. Entire Agreement; Modifications; Waiver. This Agreement (including the introductory Background section) embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating thereto. No modification shall be effective unless made in writing and signed by a duly authorized representative of each party. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which such enforcement is sought, but that the unenforceability (or the modification to conform with such laws and public policies) of any provision hereof shall not render unenforceable or impair the remainder of this Agreement, which shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, executors and

administrators. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

14. No Assignment. This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party, which it may withhold or grant in its sole discretion.

15. Power and Authority. Each party hereto represents and warrants to the other that it has full corporate power and authority to make, execute, deliver and perform this Agreement, that the person executing this Agreement on behalf of such party has full power, authority and capacity to do so, and as such, this Agreement has been duly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

16. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois without regard to the conflict of laws provisions thereof. Each party submits to the exclusive jurisdiction of the state and federal courts located in and for the State of Illinois, consents to the jurisdiction of such courts, and waives any objection as to such jurisdiction or venue.

Notwithstanding the foregoing, any party seeking injunctive relief may pursue an action for such relief in any court of competent jurisdiction. In the event of any breach of this Agreement by either party or any of its respective Representatives, the nonbreaching party may bring a claim on its own behalf or on behalf of any of its affiliates.

INTENDING TO BE LEGALLY BOUND, the authorized representatives of the parties hereto have set their hands as of the date first above written.

Maxcess International Corporation

By: _____

Print Name:

Title:

[_____]

By: _____

Print Name:

Title: