THIS NON-DISCLOSURE AGREEMENT (this "Agreement”) is made and entered into as of      , 20     , by and between Pole/Zero Acquisition, Inc. (“Pole/Zero”), having its place of business at 5558 Union Centre Drive, West Chester, OH 45069, and       (“     ”), having its place of business at       (Pole/Zero and       are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”)

Recitals:

WHEREAS, the Parties are considering entering into certain business transactions for the purpose of       (hereinafter “Proposed Transactions”);

WHEREAS, in the course of dealings in connection with the Proposed Transaction, the Parties may exchange marketing information, sales history, technical data, drawings, schematics, financial reports, and other sensitive data and information; and

WHEREAS, the Parties desire to establish and set forth the following terms and conditions with respect to such, and all other, Proprietary Information (hereinafter defined);

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **DEFINITIONS** - As used herein:

“Disclosing Party” means the Party to this Agreement whose Proprietary Information is being provided to Receiving Party and/or its Representatives.

“Person” means any natural person, corporation, limited liability company, partnership, trust, association, joint venture, pool, syndicate, unincorporated organization, joint stock company or similar organization.

"Proprietary Information" means all nonpublic information provided by or on behalf of Disclosing Party to Receiving Party or its Representatives (each as hereinafter defined) relating to Disclosing Party or the Proposed Transactions, including, without limitation, the following:

* 1. any data or information relating to products or services;
	2. business plans and marketing and sales information;
	3. financial information or projections;
	4. financial, pricing and/or credit information regarding customers, clients, distributors, suppliers, manufacturers or vendors;
	5. names, addresses or telephone numbers of customers, clients, distributors, suppliers, manufacturers or vendors;
	6. internal corporate policies and procedures;
	7. trade secrets or other proprietary information related to intellectual property; and

any reports, analyses or notes produced by Receiving Party or its Representatives that are based on, are derived from, reflect or contain the Proprietary Information and that are marked as confidential or proprietary.

* 1. Confidential information delivered in writing or in other tangible form must be prominently marked as confidential or proprietary by the disclosing party, or if provided or disclosed verbally or visually, the disclosing party must notify the receiving party before disclosure that it will be disclosing confidential information and reduce such confidential information to writing and clearly mark as confidential or proprietary within thirty (30) days of disclosure. The parties shall have no obligations with regard to information that is not marked in accordance with this

Section.

“Receiving Party” means the Party to this Agreement receiving Proprietary Information from Disclosing Party or its Representatives.

“Representatives” means, with respect to either Party, its affiliates and its officers, directors, employees, attorneys, agents and other advisors (and those of its affiliates).

1. **PURPOSE** - The disclosure of Proprietary Information by Disclosing Party to Receiving Party shall not result in any obligation on the part of either of the Parties to enter into any future agreements or to undertake any other obligation not set forth in a written agreement signed by the Parties hereto (or their respective affiliates). In order for any other obligation to arise, it will be necessary for the Parties to enter into a subsequent written agreement establishing the same; however, neither of the Parties is obligated to enter into such an agreement. Without the prior written consent of Disclosing Party, Receiving Party will not, and will not cause or permit its Representatives to, disclose to any Person (hereinafter defined) either:
	1. the fact that discussions or negotiations are taking place concerning the Proposed Transactions, or
	2. any of the terms, conditions, or other facts with respect to the Proposed Transactions, including the status thereof.
2. **ENFORCEMENT** - Receiving Party acknowledges and agrees that the covenants contained herein are of an extraordinary character, as a result of which
	1. monetary damages for breach of such covenants may be difficult to calculate and might not be a sufficient remedy, and
	2. any breach of such covenants may result in irreparable damage to Disclosing Party for which it might have no adequate remedy at law.

Therefore, Receiving Party agrees that Disclosing Party may be entitled to specific performance under this Agreement and, therefore, consents to Disclosing Party seeking an injunction by any court of competent jurisdiction in favor of Disclosing Party enjoining a breach of this Agreement, without prejudice to any other remedy to which Disclosing Party may be entitled upon a breach of this Agreement. Receiving Party agrees to waive and shall cause its Representatives to waive, any requirement for the securing or posting of bond in connection with any injunction under this Agreement.

1. **NON-DISCLOSURE** - Except as otherwise specifically provided herein, at no time will Receiving Party either disclose to any Person, or permit any Person to have access to, the Proprietary Information without prior written consent of Disclosing Party. Receiving Party shall not use such Proprietary Information for its own benefit or that of another Person or for any purpose whatsoever other than as necessary to evaluate or engage in the Proposed Transactions.
	1. Notwithstanding the foregoing, Receiving Party may disseminate Proprietary Informationto its Representatives who need to know such information to evaluate the Proposed transactions and who are directed to comply with this Agreement and keep the Proprietary Information confidential in accordance with the terms hereof.
	2. No copies of Proprietary Information will be made, except for the exclusive use of Receiving Party and its Representatives directly involved with evaluating the Proposed Transactions. Receiving Party agrees to take all precautions necessary and appropriate to guard the confidentiality of the Proprietary Information, including informing each of its Representatives who handles such Proprietary Information that it is confidential. Receiving Party shall be responsible for any breach of this Agreement by its Representatives.
2. **DISCLOSURES REQUIRED BY LAW -** If required by applicable law or regulation or a subpoena, court order or similar judicial process, but only to the extent and for the purposes of such court order or other required disclosure. In the event of any required disclosure according to this section, Receiving Party shall notify Disclosing Party as promptly as practical (to the extent permitted by law) of Receiving Party's intent to disclose Proprietary Information, the basis for such required disclosure and the specific documents or other Proprietary Information required thereby, so that Disclosing Party may, in its discretion and at its expense, seek an appropriate protective order for the Proprietary Information, if the discloser does not obtain a protective order or other appropriate relief, then the recipient will disclose only that portion of the Protected Information that it is legally required to disclose. The Confidential Information is still considered confidential under the agreement and not included in the list of items excluded from the definition of confidential information.
3. **EXCEPTIONS TO DUTY** - The term "Proprietary Information" does not include information which, as can be demonstrated by Receiving Party:
	1. was already in Receiving Party’s possession at the time of receipt from Disclosing Party;
	2. becomes available to the public other than as a result of a disclosure by Receiving Party or another party bound by an obligation of confidentiality to Disclosing Party;
	3. is developed by Receiving Party independent of any Proprietary Information; or
	4. is lawfully obtained by Receiving Party from a third party outside of this Agreement.
4. **Export Compliance** – Certain information provided to Receiving Party and its Representatives may be subject to export controls identified in the EAR (Export Administration Regulations) administered by the US Department of Commerce and/or ITAR (International Traffic in Arms Regulations) administered by the US Department of State. Export controls apply to hardware and technical data (including, but not limited to, drawings, specifications, source control documents, etc.). Accordingly, each Party represents and warrants that it shall not transfer the other Party’s Confidential Information or technical data that falls under ITAR or EAR regulations directly or indirectly to any individual, employee, company, or any other entity without first complying with all requirements of the ITAR, the EAR and any other applicable export restrictions, including the requirement of obtaining any export license, if applicable. Confidential Information or technical data that is controlled by the ITAR, EAR or other applicable export restrictions shall not be released to foreign nationals, including foreign national employees, employees’ companies, or other entities without first obtaining the appropriate export license or other approval from the U.S. Government. Where the U.S. Government amends the applicable rules, regulations or laws controlling the export of data, the Parties agree to comply with the rules, regulations or laws as amended. It is the Company’s policy to remain fully compliant at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations; International Traffic in Arms Regulations; and embargo sanctions under the Office of Foreign Assets Control (OFAC). Therefore, to the extent that the Party does not comply with said regulations, the Company will not be held responsible or liable for such non-compliance.
5. **DISCLAIMER OF LICENSE** - Proprietary Information, including permitted copies, is, and shall at all times remain, the sole and exclusive property of Disclosing Party. Receiving Party shall, upon termination hereof or at any time upon the written request of Disclosing Party, return all Proprietary Information, including all copies thereof (whether in written, electronic or other form), to Disclosing Party or, if such Proprietary Information consists of any reports, analyses or notes produced by Receiving Party or its Representatives that are based on, are derived from, reflect or contain the Proprietary Information, destroy all such Proprietary Information (which destruction shall be confirmed in writing by an officer of Receiving Party). All use of any such Proprietary Information by Receiving Party shall cease on such termination or written request for return. It is understood that this Agreement does not constitute a license to use the Proprietary Information other than as specified herein.
6. **DISCLAIMER OF WARRANTY** - Receiving Party understands and agrees that neither Disclosing Party nor any of its Representatives makes any representation or warranty as to the accuracy or completeness of the Proprietary Information and Receiving Party agrees that Disclosing Party and its Representatives will have no liability to Receiving Party or any of its representatives resulting from or relating to any use of the Proprietary Information or any errors therein or omissions therefrom unless representations are made in a definitive agreement.
7. **OVERNING LAW** - This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware. All disputes, controversies or claims of any nature, whether contractual or non-contractual, arising out of or in connection with this Agreement, including any questions regarding its existence, validity, or termination, shall be resolved in the United States District Court for the District of Delaware or, in the event the foregoing court does not have subject matter jurisdiction to resolve such a dispute, the state courts of Delaware.  The Parties consent to the jurisdiction of such courts to resolve any such dispute, controversy or claim.
8. **DISCLAIMER OF WAIVER** - No failure or delay by Disclosing Party or its Representatives in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or of any other right, power or privilege under this Agreement.
9. **BINDING NATURE** -This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective Representatives, successors and assigns.
10. **POINTS OF CONTACT**

For Notices:

**Pole/Zero Acquisition, Inc.**

Attn:       Attn:

5558 Union Centre Drive Street

West Chester, OH 45069 City, State Zip

(513) 870-9060 Phone

contracts@polezero.com Email

For Proprietary Information:

**Pole/Zero Acquisition, Inc.**

Attn:       Attn:

5558 Union Centre Drive Street

West Chester, OH 45069 City, State Zip

(513) 870-9060 Phone

Email:       Email

The parties reserve the right to change the contact information for proprietary information providing written notice to the other party.

1. **TERM** – This Agreement shall terminate and be of no further force and effect three (3) years from the date hereof. Each Party may terminate this Agreement for its own convenience with 30 days written notice, by which time each Party shall return or destroy any Proprietary Information received from the other Party. All Confidential Information disclosed under this Agreement shall be maintained in confidence for a period of three (3) years from the date of disclosure.
2. **ENTIRE AGREEMENT** - This Agreement contains the entire understanding between the Parties in respect of the matters contemplated herein and supersedes all previous written and oral negotiations, commitments, and understandings. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto and making specific reference to this Agreement. This Agreement may be executed in multiple counterparts and by facsimile and electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, and the Parties intend to be bound by such execution and waive any defense to validity based on any such copies of signatures. This Agreement shall supersede any prior confidentiality agreements entered into between the Parties.

[*Signature page follows*.]

 IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the date first above written.

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| **POLE/ZERO Acquisition, Inc.** |       |
| By:       | By:       |
| (print or type name)  |  (print or type name) |
|   |  |
| (signature) | (signature) |
|       |       |
| (title) | (title) |