

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT – (this “Agreement”) is made and entered into as of Month _____, Day _____ of, 20____, by and between (i) PALLET RACK AVENGER.COM, INC., ALLPOINTS WAREHOUSING EQUIPMENT, INC dba GOT-RACK.COM., all Florida corporations, with offices located at 5210 Causeway Boulevard, Tampa, Florida and _____ . (Company or Individual)

Background

A. Each party hereto desires to obtain certain confidential and proprietary information from the other party for the sole purpose of evaluating a potential business relationship between the parties regarding the private labeling of products manufactured under Pallet Rack Avenger.com, Inc’s., intellectual property rights including, without limitation, its repair kits.

B. Each party is willing to provide such confidential and proprietary information to the other party for the limited purpose described above and under the terms and conditions set forth herein.

Terms and Conditions

For the reasons described above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Confidential Information.** For purposes of this Agreement, the term “Confidential Information” shall mean any non-public information with respect to a party or its affiliates including, without limitation:
 - (a) its and their customers, suppliers, and other third parties past, present, and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies;
 - (b) a party's unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;
 - (c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;
 - (d) any third-party confidential information included with, or incorporated in, any information provided by a to the other party or its representatives; and
 - (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for the recipient or its representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

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Confidential Information with respect to each party shall also be deemed to include (1) the fact that such information has been made available hereunder, (2) the fact that discussions or negotiations are taking place concerning the business relationship between the parties, and (3) any of the terms, conditions or other facts with respect to the business relationship of the parties (including the status thereof). For purposes of this Agreement, the party disclosing Confidential Information to the other party is referred to herein as the "Disclosing Party," and the party to whom such Confidential Information is disclosed is referred to herein as the "Receiving Party". The term Confidential Information shall not include information with respect to the Disclosing Party which (i) is now or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its representatives (hereinafter defined) in violation of this Agreement, (ii) was available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives prior to receipt in accordance with this Agreement, provided such information is not known by the Receiving Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party or another party, or (iii) is independently developed by the Receiving Party without the use of information disclosed by or on behalf of the Disclosing Party.

2. **Use and Protection of Confidential Information.** In consideration of the disclosure of Confidential Information, each party, in its capacity as the Receiving Party, covenants and agrees as follows:

(a) The Receiving Party will keep the Confidential Information received from the other party, in its capacity as the Disclosing Party, private and hold it in the strictest confidence, not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the proposed or any related transactions between the parties, or otherwise in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around the Disclosing Party's proprietary services, products, and/or confidential intellectual property. The Receiving Party further agrees that it will not use the Confidential Information for any purpose other than in for evaluating, or in furtherance of, a business relationship between the parties; provided, however, that any of such information may be disclosed only to the Receiving Party's key executive personnel and legal and other outside professional advisors, and such directors, officers and employees, who, in the Receiving Party's reasonable judgment, need to know such information for the purpose described above (collectively referred to as "representatives"), it being understood that, prior to any disclosure of Confidential Information, each representative shall be informed of the terms of this Agreement and of the confidential nature of the Confidential Information, are subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than the terms and conditions of this Agreement and the Receiving Party shall be responsible for any breach of this Agreement caused by any of its representatives or affiliates.

(b) Each party agrees to take all commercially reasonable affirmative steps to prevent disclosure of the Confidential Information, to protect the Confidential Information in all material respects in the same way that such party protects the confidentiality of its own non-public proprietary information, and to keep the Confidential Information confidential.

3. **Compelled Disclosure.** If the Receiving Party or any of its representatives are requested or required (orally or in writing, by interrogatory, request for information or documents, subpoena, civil investigatory demand or any similar process relating to any legal or administrative proceeding, investigation, hearing or otherwise) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice in advance of such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement, and the Receiving Party agrees to cooperate with the Disclosing Party, at the Disclosing Party's expense, in pursuing any such course of action. In the event that such protective order or other remedy is not obtained, or if the

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Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only such information as such party is advised by counsel is legally required and will cooperate with the Disclosing Party in any efforts it may undertake to obtain assurance that confidential treatment will be accorded to any information which is compelled to be disclosed.

4. **Return or Destruction of Confidential Information.** Upon a decision by the parties or either party to terminate the parties' business relationship, or discussion of a potential business relationship, each party, in its capacity as the Receiving Party, will, upon the request of the other party, at the Receiving Party's election, either (i) promptly deliver to the Disclosing Party all Confidential Information in or under the Receiving Party's or its representatives' possession or control, without retaining any copy, extract or reproduction thereof, or (ii) promptly destroy all Confidential Information in or under the Receiving Party's or its representatives' possession or control, and such destruction shall be certified in writing to the Disclosing Party by one of the Receiving Party's officers supervising such destruction. Notwithstanding the return or destruction of the Confidential Information, each party and its representatives shall continue to be bound by the confidentiality and other obligations created hereby.

5. **Contacts with Other Party.** Each party agrees that, without the prior consent of the other party, such party will not contact any employee, supplier, customer or representative of the other party concerning the Confidential Information or any aspect of the other party's business, prospects or finances, or any other matter related to any of the same.

6. **Survival.** The restrictions and obligations of the parties under this Agreement shall survive any expiration, termination or cancellation of this Agreement or the parties' business relationship as described above, and shall continue to be binding upon, and inure to the benefit of, each party hereto, its successors, and assigns.

7. **Acknowledgement.** Each party, in its capacity as the Receiving Party, acknowledges and agrees that the Confidential Information of the other party, in its capacity as the Disclosing Party, is proprietary to, and a valuable trade secret of, the Disclosing Party, and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Disclosing Party.

8. **Remedies.** In the event of a breach or threatened breach by a Receiving Party or its representatives of the provisions of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief to prevent the Receiving Party and its representatives from disclosing or using, in whole or in part, any Confidential Information, and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity. It is further understood and agreed that no failure to or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any right, power or privilege.

9. **Legal Fees.** In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, the party prevailing in such dispute shall be entitled to recover, and the other party shall pay, all fees and expenses (including, without limitation, costs of investigation, reasonable attorneys' fees and litigation expenses) incurred in connection with enforcing, defending or otherwise protecting its interests hereunder.

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10. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed within such State. Any party to this Agreement bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in either the United States District Court for the Middle District of Florida or in any court of the State of Florida sitting in Hillsborough County, Florida (the "Designated Courts"). Each party consents to the sole and exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement, and each party waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to a Designated Court as the proper venue for any legal action or proceeding arising out of or relating to this Agreement, and (b) any claim that any action or proceeding brought in a Designated Court has been brought in an inconvenient forum.

11. **Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the entity, in accordance with a duly adopted resolution, and that this Agreement shall be binding upon the entity.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be a single instrument and shall be effective when one or more counterparts have been signed by each of the parties. This Agreement may be transmitted by facsimile or other form of electronic transmission, including a scanned copy in portable document format (.pdf).

IN WITNESS WHEREOF, the parties have executed this MUTUAL NONDISCLOSURE AGREEMENT as of the date first indicated above. PALLET RACK AVENGER.COM, INC.
ALLPOINTS WAREHOUSING EQUIPMENT COMPANY, INC. dba GOT-RACK.COM

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Company: _____

Date: _____

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