



Actall Corporation

ISO 9001:2008 Certified

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement"), is made as of the ____ day of _____, 20__ between Actall Corporation, located at 2360 Lawrence St, Denver, Colorado 80205 (hereinafter collectively referred to as "Discloser") and _____ ("Viewer").

A. Discloser has developed a unique process for monitoring the location of, and alarms regarding, assets and/or personnel (the "**Proprietary Process**") which incorporates a combination of: (i) proprietary hardware and software (said software incorporating user friendly programs and displays; (ii) various wireless and wired technologies; and (iii) unique methods of accessing and interfacing with the aforementioned hardware and software, and outside processes and/or systems.

B. In conjunction with a Dealer Agreement (attached hereto and incorporated herein by reference), Discloser may disclose certain aspects of the Proprietary Process to Viewer, utilizing the Proprietary Process or "Proprietary Materials" (as defined in Section 1 below).

C. Viewer is a potential competitor of the Discloser and could severely damage its economic viability if Viewer misappropriated the Proprietary Process or the Proprietary Material. Due to such unfair competition concerns, and the unique and confidential nature of the Proprietary Process and Proprietary Material, Viewer must agree to the confidentiality and related obligations set forth below as a condition precedent to receiving information concerning the Proprietary Process or Proprietary Material.

In consideration of the preceding, and the covenants, rights, and duties set forth below, the parties agree as follows:

1. Definition of Proprietary Material. The term "**Proprietary Material**" will mean the Proprietary Process, and all associated materials, marks, information and consultations, whether oral, written or electronically communicated, which Discloser provides to Viewer on or after the Effective Date hereof, including, but not limited to any source codes, object codes, algorithms, and hardware designs, which constitute part of the Proprietary Process or are predicated upon specifications, characterizations or designs suggested by Discloser, or the methodologies, schematics, processes, interfaces, protocols and concepts constituting the Proprietary Process, including but not limited to any patents, trademarks, copyrights and all other intellectual property rights associated therewith. The Proprietary Material shall not include any information which is freely available, or is made freely available, in the public domain, including, but not limited to: Discloser's website(s), distributed manuals and marketing materials, Product data sheets, and hardware or software installed in the normal course of business.

2. Ownership Rights. Viewer acknowledges and agrees that Discloser has the exclusive copyright, proprietary, ownership, patent and use rights to all the Proprietary Material throughout the world, whether such rights currently exist or are recognized in the future, as well as to the following: (i) all technical data, written material and oral disclosures including, but not limited to, research, plans, methodologies, communications uplinks, software, developments, inventions, formulas, technology, designs, drawings, engineering, hardware configuration, schematics, flow charts and

other information which concern or constitute part of the Proprietary Material; (ii) all concepts, know-how or techniques concerning and applications of the Proprietary Material; (iii) all future modifications to or improvements of the Proprietary Material; (iv) all derivative works based on the Proprietary Process and/or information derived from the Proprietary Material; and (v) the rights to exploit the Proprietary Materials and the business strategies identified therein commercially.

3. Acknowledgments. Viewer acknowledges that: (i) the Proprietary Material is highly confidential and constitutes trade secrets of Discloser, within the meaning of both the Uniform Trade Secrets Act and the Colorado Trade Secrets Act (collectively the "**Acts**"); (ii) Discloser exclusively owns the Proprietary Material; (iii) Discloser has invested substantial amounts of time, money and effort to develop and will continue to invest substantial amounts of money, time and effort to maintain the Proprietary Material and has implemented procedures to maintain the confidentiality of the Proprietary Material; (iv) Viewer itself and/or other competitors of Discloser would obtain unfair economic and competitive advantages if the Proprietary Material was divulged or used in competition with Discloser; (v) Discloser would suffer irreparable and continuing injury if the Proprietary Material was disclosed or used in competition with it; and (vi) the useful life of the Proprietary Material as trade secrets within the meaning of the Acts is unlimited. Viewer acknowledges that the marking of all or a portion of the Proprietary Material with Discloser's copyright notice in no way diminishes the trade secret status of the Proprietary Material so marked, and instead merely identifies Discloser's ownership of the copyright to such Proprietary Material.

4. Confidentiality. Viewer agrees that, whether or not it enters into a venture with Discloser to utilize or exploit the Proprietary Process, Viewer shall: (i) hold the Proprietary Material in trust solely for Discloser's benefit and use; (ii) not directly or indirectly sell, alienate, transfer, assign, disclose or divulge Proprietary Material to any person or entity without obtaining Discloser's prior, written permission; (iii) allow only those individuals who are in its employment as officers or executive level employees and who have a "need to know" and covered under a separate non disclosure with Viewer, to maintain or have access to Proprietary Material; and (iv) not directly or indirectly use Proprietary Material or any related information for the benefit of any individual or entity, including itself, nor in any way utilize or exploit the Proprietary Process, or other Proprietary Material commercially, other than as Discloser specifically authorizes in a written instrument it executes, nor reverse engineer, disassemble or otherwise develop or use software, hardware, or processes similar to the Proprietary Process or Proprietary Material, or designed from or predicated on Proprietary Material.

5. Injunctive and Other Relief. Viewer acknowledges that if it breaches or threatens to breach any of its obligations under this Agreement, it will cause damage of an irreparable and continuing nature to Discloser, for which money damages alone will not provide adequate relief. Therefore, in addition to money damages, Discloser is entitled to obtain injunctive relief (including but not limited to a temporary restraining order) to prohibit Viewer's continuing breach or threatened breach under this Agreement. Discloser will have the right to obtain such relief without having to prove any damages or post any bond.

6. Survival of Covenants. Viewer's confidentiality obligations under this Agreement shall survive for an unlimited period of time, or until the Proprietary Material becomes part of the public domain through no fault of Viewer.

7. Title Protection. Viewer covenants that it shall not attack, compromise, file suit against or in any manner attempt to vitiate or commit or fail to take any action that could vitiate any of Discloser's rights, titles or interests in the Proprietary Material.

8. Indemnification. Viewer will defend, indemnify and hold harmless Discloser and its subsidiaries, partners, agents, 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 Indemnities 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 Indemnities, as parties or otherwise, that are in any way based upon or associated with Viewer's failure to satisfy its obligations set forth in this Agreement.

9. Return of Data. If Viewer and Discloser do not enter into a written agreement to utilize or exploit the Proprietary Process or Proprietary Material, or upon the written request of Discloser, Viewer immediately will return to Discloser, all the Proprietary Material and all notes, data, reference material, software, memoranda, programs, documents and records which pertain to or incorporate, and all other information which in any way relates to, the Proprietary Material. Viewer will not retain any copies or abstracts of the foregoing items in any media.

10. No Warranty. Although Discloser will endeavor to include relevant material in the Proprietary Material, Viewer understands that Discloser has not made and in fact specifically disclaims and Viewer specifically waives all representations and warranties of any kind or nature, including but not limited to: (i) the completeness of the Proprietary Material; (ii) the amount of revenues that will be generated from the use of the Proprietary Process; and (iii) the overall potential performance of any Venture.

11. Non-exclusive. Discloser retains the right to solicit entities other than Viewer to consider the Proprietary Process, whether or not such other entities are in competition with Viewer.

12. 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.

13. Applicable Law. The laws of the State of Colorado (other than those pertaining to conflicts of law) will govern all aspects of this Agreement, irrespective of the fact the one or more of the parties now is or may become a resident of a different state. The parties will submit all disputes which arise under this Agreement to state or federal courts located in the City of Denver, Colorado, for resolution. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Agreement and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum nonconveniens. Service of process for any claims that arise under this Agreement will be valid if sent to the applicable party's last known mailing address. If service of process is made as aforesaid, the party served agrees that such service will constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

IN WITNESS WHEREOF, the parties have affixed their signature effective as of the date first written above.

ACTALL CORPORATION (DISCLOSER):

VIEWER:

By: _____

By: _____

Its: _____

Its: _____