

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is made and entered into as of _____ between Trava Security, Inc., a Delaware corporation (“Company A”) and, _____ (“Company B”).

WITNESSETH:

WHEREAS, Company A and Company B desire to discuss a possible business relationship between Company A and Company B; and

WHEREAS, in the course of deciding whether or not to engage in such a business relationship, it may be necessary for each of Company A and Company B to provide to the other party information of a confidential and proprietary nature. Each of Company A and Company B, when disclosing information, is hereinafter referred to as the “Disclosing Party”, and each of Company A and Company B, when receiving information, is hereinafter referred to as the “Receiving Party”; and

WHEREAS, Company A and Company B desire to set forth their agreement as to the use and non-disclosure of the Disclosing Party's Confidential Information (as defined below) provided by the Disclosing Party to the Receiving Party;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Company A and Company B do hereby agree as follows:

1. Confidential Information Defined.

For the purposes of this Agreement, the term “Confidential Information” shall mean all financial, technical, and other information regarding the Disclosing Party and its business, products, assets, or properties that is provided to the Receiving Party by the Disclosing Party prior to, during or after the discussions in connection with the Purpose and as contemplated by this Agreement whether or not such information is designated or marked by the Disclosing Party as confidential, proprietary or secret, including, without limitation, all oral or written information regarding any products, inventions, software, discoveries, developments, concepts, formulas, processes, methods, trade secrets, know-how, blueprints, engineering drawings, specifications, manufacturing information, customer or supplier information, databases, marketing plans, business strategies or innovations developed by or for the Disclosing Party. Confidential Information shall also include the fact that discussions relating to Purpose are taking place. Notwithstanding the foregoing, Confidential Information shall not include information which (a) is already in the Receiving Party's possession at the time of disclosure, as evidenced by the Receiving Party's then-existing written records, provided that such information is not known by the Receiving

Party to be subject to confidentiality obligations of any third party, (b) was provided to the Receiving Party by a third party not under a fiduciary or contractual duty of confidentiality to the Disclosing Party, (c) was generally available to the public at the time of its disclosure to the Receiving Party or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or (d) is or was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party, with the Receiving Party having the burden of proof to demonstrate independent development.

2. Access to Confidential Information.

The Disclosing Party hereby grants to the Receiving Party access to the Confidential Information solely for the Purpose (as defined in Section 4 below). The Receiving Party understands and agrees that it is being given access to the Confidential Information only for the Purpose and under the obligation of confidentiality set forth in this Agreement.

3. Ownership of the Confidential Information.

The Receiving Party recognizes and agrees that all right, title and interest in the Confidential Information shall remain at all times with the Disclosing Party and that nothing in this Agreement shall be construed to grant any license or other right, title, or interest in the Confidential Information or other intellectual property or proprietary rights of the Disclosing Party to the Receiving Party.

4. Use Restrictions.

The Receiving Party agrees:

- a.** To use the Confidential Information only to the extent necessary to evaluate a possible business relationship between Company A and Company B (the “Purpose”);
- b.** Not to disclose or provide any Confidential Information to any third party without the Disclosing Party's prior consent; provided, however, that the Receiving Party may disclose Confidential Information to its employees, financing sources, financial and legal advisors, and representatives as may be necessary for the Receiving Party to accomplish the Purpose; provided, that the Receiving Party shall in all cases advise such individuals of the confidential and proprietary nature of the Confidential Information and the provisions of this Agreement and the Receiving Party shall be responsible for any breaches of the confidentiality obligations and agreements contained in this Agreement by such individuals;
- c.** Not to copy or reproduce any of the Confidential Information except as may be necessary for the Receiving Party to accomplish the Purpose; and

- d. Upon request by the Disclosing Party, to either promptly return to the Disclosing Party or destroy the Confidential Information, including all copies thereof made by the Receiving Party, in the event Company A or Company B decides not to enter into or pursue a business relationship with the other party. Any such destruction pursuant to the foregoing must be certified by the Receiving Party in writing to the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information solely for archival, audit, disaster recovery, legal, or regulatory purposes, provided that such retained information remains subject to the confidentiality obligations set forth in this Agreement.

5. Exception for Legal Proceedings.

The obligations of confidentiality imposed by this Agreement do not apply to any Confidential Information which, based on the advice of legal counsel, is required to be disclosed pursuant to operation of law or legal process, governmental regulation or court order, provided that the Receiving Party receiving such legal demand or order promptly shall inform the Disclosing Party thereof and cooperate with the Disclosing Party in contesting such request or order and in obtaining appropriate protection orders, subject to the payment by the Disclosing Party of all out-of-pocket expenses incurred by the party providing such cooperation at the request of the Disclosing Party.

6. No Warranties.

NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT OR BY ANY CONFIDENTIAL INFORMATION DISCLOSED TO EITHER PARTY UNDER THIS AGREEMENT. ALL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS."

7. Term of Agreement; Survival.

The obligations of the Receiving Party under this Agreement with respect to the use and secrecy of the Confidential Information shall remain in full force and effect until the earlier of such time as the Confidential Information becomes generally known to the public other than as a result of a breach of this Agreement or for a period of three (3) years from the date hereof. Each party acknowledges that the foregoing duration periods are reasonable and necessary to safeguard the goodwill and proprietary interests of the Disclosing Party.

8. Nature of Relationship.

Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent. Neither party is authorized to assume or undertake any obligation of any kind, express or implied, on behalf of the other party.

9. Equitable Relief.

The Receiving Party agrees that the Disclosing Party would be irreparably injured by an actual or threatened breach of this Agreement by the Receiving Party, and the Receiving Party agrees that it would be impossible or inadequate to measure and calculate damages from any such actual or threatened breach. Accordingly, the Receiving Party agrees that upon its breach or anticipated breach of this Agreement, the Disclosing Party shall have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction, wherever located, restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. The Receiving Party further agrees that no bond or other security or proof of actual damages shall be required in order to obtain such relief and hereby consents to the issuance of such injunction and to any order of specific performance. The Disclosing Party shall be entitled to recover from the Receiving Party its attorneys' fees and costs incurred in any action brought to enforce any right arising from this Agreement. Such remedies shall not be deemed to be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.

Each party agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, it shall not directly or indirectly solicit, induce, or offer employment to any present or former employee of the other Party with whom they have either had contact with or been referred to during the term of this Agreement. This section shall not prohibit either Party from hiring any employee who responds to a general advertisement.

11. Severability.

If a court of competent jurisdiction makes a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has expired, then (a) the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) to

the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

12. Miscellaneous.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns; provided, however, neither party shall assign any of its rights, duties or obligations, hereunder, in whole or in part, without the prior written consent of the other party. This Agreement may not be modified or altered except by written instrument duly executed by Company A and Company B. No failure or delay by either party 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 other or further exercise of any right, power or privilege hereunder. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana without regard to any jurisdiction's choice of law rules to the contrary. Any and all actions arising under this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in Marion County, Indiana and the parties hereby consent to the jurisdiction and venue of such courts solely for the purpose of resolution of any dispute under this Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings whether written or oral and the same shall be deemed to have been merged into this Agreement. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document. Nothing contained in this Agreement creates an obligation for the parties to enter into any business relationship or transaction with each other. In the event of any dispute or breach under this Agreement, the prevailing party shall be entitled, whether or not any action is instituted, to recover from the other party its reasonable costs, expenses, and attorneys' fees, including, without limitation, at trial, on appeal, on denial of any petition for review, and in connection with the enforcement of any judgment.

[Signature Page Follows]

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

Company B	Trava Security, Inc.
Signature	Signature
Printed	Printed
Title	Title
Date	Date