

**BULLET PROOF DOORZ, LLC D/B/A
BULLETPROOFDOORZ.COM™**

Confidential, Non-Disclosure and Non-Compete Agreement

This Confidential, Non-Disclosure and Non-Compete Agreement (“Agreement”) is effective this ____ day of _____ 20____, by:

_____, with an address of _____

_____ (“Receiving Party”),

in favor of

BULLET PROOF DOORZ, LLC T/D/B/A BULLETPROOFDOORZ.COM™ with a principal place of business at 9227 Saltsburg Road, Pittsburgh, PA 15239 (“BPD”).

WHEREAS, BPD is engaged in the design, development, production, assembly, installation, and maintenance of commercial garage doors and other related products and services;

WHEREAS, Receiving Party is a current or prospective BPD employee, contractor, vendor or supplier of parts or components of doors designed or developed by BPD, or is another party with a current or potential business relationship with BPD;

WHEREAS, BPD has developed certain proprietary designs and production, assembly, installation, and maintenance methods, including the Confidential Information as defined below, which will be disclosed to Receiving Party in order to provide BPD with Receiving Party's products or services.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the parties, intending to be legally bound hereby, do agree as follows:

1. **Confidential Information**: As used in this Agreement, the term "Confidential Information" means and includes any and all information concerning the business, products, designs, plans, products, and services of BPD, including, by way of example and not limitation, any plan, report, proposal, design, or other data, however documented or maintained, that has been or may hereafter be provided or shown to Receiving Party or Receiving Party's representatives containing or based, in whole or in part, on any information included in the foregoing. For the purposes of this Agreement, Receiving Party acknowledges that it may be furnished with, inspect, or may otherwise receive or have access to proprietary information, materials and prototypes which relates to past, present, or future products, research and development, inventions, processes, techniques, designs, or technical information and data, relating to the products, services, and operations of the BPD, all of which shall be deemed Confidential Information.

2. **Confidential and Proprietary Nature of the Information:** Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information, agrees to hold and keep the same as provided in this Agreement, and otherwise agrees to each and every restriction and obligation in this Agreement. Receiving Party acknowledges that it does not acquire any license under intellectual property rights of the other party pursuant to this Agreement, except that Receiving Party acquires limited right to use, in confidence, the BPD's Confidential Information, as defined below.

3. **Restricted Use of Confidential Information; Non-Compete:**

3.1 Receiving Party agrees that the Confidential Information: (a) will be kept confidential by Receiving Party and Receiving Party's representatives; (b) without limiting the foregoing, will not be disclosed by Receiving Party or Receiving Party's representatives to any person, except with the consent of BPD or except as expressly otherwise permitted by the terms of this Agreement; and (c) will not be used by Receiving Party to directly or indirectly solicit or sell any products or goods to any BPD customer or otherwise compete with BPD;

3.2 It is understood that Receiving Party may disclose Confidential Information to only those of Receiving Party's representatives who (i) require such material for the purpose of providing the information required by BPD ; and (ii) are informed by Receiving Party of the confidential nature of the Confidential Information and the obligations of this Agreement;

3.3 Without limiting the generality of the foregoing, Receiving Party shall not use Confidential Information to reverse engineer, decompile, or disassemble any products or software of BPD without the written agreement of BPD, and shall not use the Confidential Information to perform any services relating to, or to manufacture or assemble any parts, components or subassemblies of, the products or equipment of BPD;

3.4 The obligations of the parties with respect to protection, use, disclosure and return or destruction of Confidential Information shall survive the expiration or termination of this Agreement in perpetuity.

4. **Exceptions:** All of the foregoing obligations and restrictions do not apply to that part of the Confidential Information:

4.1 that was or becomes generally available to the public other than as a result of a disclosure by Receiving Party or Receiving Party's Representatives;

4.2 that was available, or becomes available, to Receiving Party on a non-confidential basis;

4.3 the use of which is necessary or appropriate to provide the information required by BPD;

4.4 that is disclosed by Receiving Party with BPD's prior written approval; or

4.5 where the use or disclosure of the Confidential Information is required by law or necessary in connection with any legal proceedings.

5. **Legal Proceedings:** If Receiving Party or any of Receiving Party's representatives are requested or become legally compelled or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by this Agreement, Receiving Party or such representative, as the case may be, will provide BPD with prompt notice of such request so that it may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, Receiving Party or such representative may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of its counsel, Receiving Party is legally compelled or is otherwise required to disclose or else stand liable for contempt or suffer other material censure or material penalty; provided, however, that Receiving Party and Receiving Party's representatives must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.

6. **Return of Confidential Information:** Confidential Information shall remain the property of BPD. Neither this Agreement, nor the disclosure of Confidential Information hereunder, shall be construed as granting any right or license under any inventions or any intellectual property including, but not limited to, patents, trademarks, trade secrets and/or copyrights now or hereafter owned or controlled by either party. At the completion of any business relationship with BPD, or upon BPD's demand, Receiving Party will: (i) promptly deliver to BPD all documents or other materials furnished by BPD to Receiving Party or Receiving Party's representatives constituting Confidential Information, together with all copies and summaries thereof in the possession or under the control of Receiving Party or Receiving Party's representatives, and (ii) destroy materials generated by Receiving Party or Receiving Party's representatives that include or refer to any part of the Confidential Information, without retaining a copy of any such material. Any such destruction pursuant to the foregoing must be confirmed by Receiving Party in writing to BPD (such confirmation must include a list of the destroyed materials). Confidential Information must be returned to BPD if requested, if such information is lost, remaining Confidential Information must be returned at such request, and all memoranda, notes, reports and other works based on or derived from Receiving Party's review of the Confidential Information must be destroyed at the BPD's request.

7. **No Obligation to Negotiate a Definitive Agreement:** The parties hereto reserve the right, in their sole discretion, to reject any and all proposals made by the other party with regard to a transaction and to terminate discussions and negotiations at any time. Nothing in this Agreement requires either Receiving Party or BPD to enter into an Acquisition Transaction or to negotiate such transaction for any specified period of time. Neither party has any obligation to purchase any service or item from the other party.

8. **Remedies:** Receiving Party agrees to be liable for, and indemnify, and hold BPD harmless from, any damages, loss, cost, or liability (including legal fees) arising out of or resulting from any unauthorized use or disclosure by Receiving Party or Receiving Party's representatives of the Confidential Information or other violation of this Agreement. In addition,

because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Agreement by Receiving Party or Receiving Party's representatives and any such breach would cause BPD irreparable harm, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, any of BPD will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to BPD. Receiving Party shall notify BPD in writing immediately upon the occurrence of any unauthorized release of Confidential Information, whether inadvertent or otherwise, and shall use reasonable efforts to prevent or limit any further dissemination of such Information. BPD shall be entitled to reasonable attorneys' fees and other costs incurred to remedy any such breach.

9. Notices. Notices pursuant to this Agreement shall be in writing and shall be delivered in person; by certified mail, postage prepaid, return receipt requested; by facsimile; or by recognized overnight courier to the parties addressed as follows, or as otherwise designated by written notice from either party to the other:

As to BPD:

As to Receiving Party:

BULLET PROOF DOORZ, LLC
9227 SALTSBURG ROAD
PITTSBURGH, PA 15239

10. Miscellaneous:

10.1 Modification. This Agreement may be modified or waived only by a separate writing signed by BPD and Receiving Party expressly modifying or waiving such agreements.

10.2 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

10.3 No Assignment without Consent. Neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto except to a successor in interest to all or substantially all of the assets of the portion of the business of such party relating to the subject matter of this Agreement.

10.4 Governing Law. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. BPD and

Receiving Party expressly and knowingly acknowledge that this Agreement is made in the Commonwealth of Pennsylvania, and both parties irrevocably consent and submit to the exclusive personal jurisdiction of the courts located in the Commonwealth of Pennsylvania in connection with enforcement of this Agreement.

10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

10.6 Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

10.7 Relationship of the Parties. The parties do not intend that any agency or partnership relationship be created by this Agreement.

10.8 Survival. Obligations to prevent the disclosure of Confidential Information under this Agreement will survive the termination of this Agreement and these obligations will last indefinitely.

WITNESS the due execution hereof the day and year first above written.

RECEIVING PARTY:

**BPD:
BULLET PROOF DOORZ, LLC D/B/A
BULLETPROOFDOORZ.COM™**

By _____
(Authorized Signature)

By _____
(Authorized Signature)

(Printed Signatory's Name)

(Printed Signatory's Name)

(Title)

(Title)