

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT, effective as of _____ is between Banneker Industries, Inc., a Rhode Island corporation with primary offices at 582 Great Road, Suite 101, North Smithfield, RI 02896 and its affiliates ("BANNEKER") and _____, a _____ corporation (the "Other Party") with primary offices located at _____.

The parties, intending to be legally bound by the provisions of this Agreement, agree as follows:

1. Purpose. BANNEKER and OTHER PARTY have an interest in exploring a possible business relationship relating to **supply chain services** the "Transaction(s)". In order for the parties to explore this relationship, it may be necessary for each party to disclose certain of its confidential information to the other and each party desires that such discussions be kept confidential; and

WHEREAS, each party may desire to examine financial and business information constituting trade secrets and confidential information relating to the business of the other in connection with such discussions, and

WHEREAS, each party is willing to engage in discussions and disclose information to the other on the terms and conditions set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

2. Protection of Confidential Information. Each party agrees that it will not, without prior written consent of the disclosing party, disclose any Confidential Information, as hereinafter defined, use the Confidential Information for any purpose other than considering the Transaction or permit access to Confidential Information by anyone other than:
 - a) the recipient's officers, directors and owners;
 - b) employees of the recipient who have a need to know such information for the purpose of evaluating the Transaction; or
 - c) legal counsel, financing sources or independent accountants to whom disclosure or access is necessary to aid the recipient in evaluating the Transaction.

Each party shall instruct each of its employees or representatives who will have access to any Confidential Information of the disclosing party as to its confidential nature and shall require each of them to agree not to use or disclose any Confidential Information other than as specifically permitted hereunder. Each party shall use the same degree of care in protecting the Confidential Information of the disclosing party as it uses in protecting its own Confidential Information, but in no event less than reasonable care. In the event that either party is at any time requested or required (by interrogatories, requests for information or documents, subpoena or similar process) to disclose any of the Confidential Information of the disclosing party, it agrees to provide the disclosing party with prompt notice of such request(s) or requirement(s) and to provide the disclosing party a reasonable opportunity to take action to obtain a protective order or other relief to guard against the disclosure. In the event that such protective order or other relief is not obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

3. Confidential Information. As used herein, the term "Confidential Information" means any and all information furnished or disclosed, in whatever form or medium, whether written or oral, furnished directly or indirectly by the disclosing party or any of its directors, officers, employees, agents,

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attorneys, accountants, advisors or other representatives, which information the disclosing party has not released publicly, and which a disclosing party considers confidential and/or in which the disclosing party has a proprietary interest.

Confidential information includes, but is not limited to, information concerning inventory warehousing management, logistics, inventory management plans, vendor relationships, finances, processes, procedures, software, marketing, pricing, contracts, customer lists and other information otherwise made known to or derived by the recipient or the recipient's representatives:

- a) from any inspection, examination or other review of books, records, devices, processes or production methods of the disclosing party,
- b) from communications with the directors, officers, employees, agents or representatives of the disclosing party,
- c) during visits to the parties' premises, or
- d) through disclosure or discovery in any other manner. "Confidential Information" does not include information which is prior to or receipt thereof
 - i. was or becomes publicly known without disclosure, or
 - ii. was or is acquired from a third party who, in providing such information, has not thereby breached any agreement or acted in derogation of any confidential relationship with either party.

Neither party shall have any obligation under this Agreement with respect to any other information disclosed to it by the other party. All information not meeting the requirements of this Section shall be considered non-confidential, provided, however, that the existence and terms of this Agreement shall be treated as Confidential Information of both parties.

4. Duration. The obligations set forth herein shall remain in effect for a period of five (5) years after the last date on which any Confidential Information is provided hereunder; provided, however, with respect to any Confidential Information that constitutes a trade secret (as that term is defined in the Illinois Trade Secrets Act of 1988 (the "Act")), the obligations herein shall remain in effect for as long as such Confidential Information remains a trade secret.
5. Remedies. The parties agree that any breach of this Agreement is likely to cause permanent and irreparable harm for which monetary damages will be inadequate to compensate the injured party. Therefore, in the event of a breach or any threat of a breach of this Agreement, the non-breaching party shall be entitled to seek injunctive relief in addition to any other relief to which the party may be entitled. In addition, any party to this Agreement breaching or threatening to breach this Agreement, agrees to indemnify and hold the other parties harmless from and against any lawsuits, claims, damages or expenses (including without limiting the generality of the foregoing, reasonable attorney's fees), arising or growing out of such breach or the threatened breach of the provisions of this Agreement.
6. Confidentiality of the Proposed Transaction. Neither party nor its representatives shall, without the prior written consent of the other, disclose to any person (other than the persons employed by the parties or their representatives who have a need to know and who are actively and directly participating in evaluating the Transaction) any information about the Transaction or the terms, conditions, or other facts relating thereto, or the fact that any Confidential Information has been made available or that the parties are contemplating the Transaction.
7. Nonsolicitation of Employees. Each party agrees that for a period of two (2) years from date of this Agreement it will not initiate discussions concerning employment with nor employ any person who is an employee of the other party as of the date of this Agreement.

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8. Export Control. Each party hereby gives assurances to the other party that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations, it will not export or otherwise disclose, directly or indirectly, any technology or software received from the other party nor allow the direct product thereof to be shipped, or to be disclosed either directly or indirectly, to any destination that is prohibited by the United States Government or to any foreign national that is prohibited by the United States Government.

Without regard to the duration of its other obligations hereunder, the recipient shall control access to, and use of, information received hereunder from disclosing party and the direct product thereof in accordance with all applicable US export laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR). In connection with and without limiting the general applicability of the foregoing, the recipient shall not make or permit disclosure of information received from the disclosing party or supply or permit the supply of the direct product thereof which is subject to such laws or regulations to nationals of prohibited countries or to any Foreign Person (as defined in Section 120.16 of the International Traffic in Arms Regulations) unless (a) the recipient has received the disclosing party's express written consent to do so and (b) necessary export licenses have been obtained.

9. Points of Contact. The parties respective points of contact for matters pertaining to this Agreement and the Transaction are:
- a) For BANNEKER: Dawn Poirer, Supply Chain Manager, 582 Great Road, Suite 101, North Smithfield, RI 02896; with a copy to Chief Financial Officer, 582 Great Road, Suite 101, North Smithfield, RI 02896.
 - b) For THE OTHER PARTY: To the undersigned at the Company's address as set forth above.

Each party may change its designated point of contact by providing written notice of such change to the other party.

10. No Obligation to Disclose; Ownership; Surrender of Records. Each party may discontinue furnishing information at any time at its sole discretion. All Confidential Information disclosed hereunder shall remain the property of the disclosing party. At such time as the disclosing party may demand, the recipient, its representative or other person acting on behalf of the recipient, the recipient shall deliver all material containing or reflecting Confidential Information to the disclosing party or the recipient shall deliver to the disclosing party in writing that it has destroyed all files, computer disks, memoranda and analyses reflecting such information. The recipient shall not retain any copies, extracts or other reproductions in whole or in part of such Confidential Information.
11. No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition.
12. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Rhode Island and the United States but without recourse to Rhode Island's conflict of laws provisions. Any action brought hereunder shall be brought exclusively in the courts residing in the State of Rhode Island.
13. Entire Agreement. There are no understandings, agreements, or representatives, expressed or implied, with respect to the subject matter hereof, not specified herein. This Agreement may not be amended or modified except by a written amendment signed by the parties. This Agreement shall be binding upon the parties' respective successors or assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.



Banneker Industries, Inc.
582 Great Road, Suite 101, N. Smithfield, RI 02896
401-534-0027 (main); 401-534-0033 (fax)

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

BANNEKER INDUSTRIES, INC.

OTHER PARTY

Signature: _____

Signature: _____

Name: Meagan Pontbriand

Name: _____

Title: Finance & Contract Compliance Manager

Title: _____

Date: _____

Date: _____