

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is effective as of the last date of signature below ("Effective Date") and is made by Richard Assists LLC, 105 Prairie View, Drive, Unit #1, North Prairie, Wisconsin 53153 and _____ (the above parties are hereinafter collectively referred to as the "parties" and individually as a "party"). The parties agree as follows:

1. *Purpose.* The parties wish to explore research, development and business opportunity of mutual interest (the "Opportunity"), and about the Opportunity, each party may disclose to the others confidential technical and business information, samples, materials, and/or prototypes that the disclosing party desires the receiving party to treat as confidential.

2. "Confidential Information" means (a) any information disclosed by a party to another party, either directly or indirectly, in writing, orally, electronically, other media format, and/or in tangible objects, including, without limitation, invention summaries, inventions, test results, business plans, customer data, customer lists, customer names, designs, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, designs, discoveries, market information, marketing plans, processes, products, product plans, technology and other research, specifications, software, source code, trade secrets or any other information which is either designated as "confidential," "proprietary" or some similar designation, or which the receiving party should reasonably know to be confidential or proprietary, or any third party information that the disclosing party has an obligation of confidentiality to protect (collectively, the "Disclosed Materials") and (b) any information otherwise obtained, directly or indirectly, by a receiving party through inspection, review or analysis of the Disclosed Materials. The identity of the parties as participants in the Opportunity, the existence of the Opportunity and the actions taken by the parties to investigate or in furtherance of the Opportunity shall also be considered Confidential Information and subject to this Agreement. For avoidance of doubt, information described above that is disclosed orally shall be considered Confidential Information pursuant to the terms of this Agreement.

3. *Exceptions.* Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information, without a breach of such third party's obligations of confidentiality and as shown by documents and other competent evidence in the receiving party's possession.

4. *Non-use and Non-disclosure.* Each party agrees not to use, directly or indirectly, in whole or in part, any Confidential Information of the other party for any purpose except to investigate, evaluate and engage in discussions concerning the Opportunity. Each party agrees not to disclose any Confidential Information of the other party, except as specifically provided for in this Agreement. A receiving party may disclose another party's Confidential Information to those necessary employees of the receiving party who are required to have the information to evaluate or engage in discussions concerning the Opportunity subject to the terms of this Agreement. If a receiving party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the receiving party will provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, such receiving party may furnish that portion (and only that portion) of the Confidential Information that the receiving party is legally compelled or is otherwise legally required to disclose; provided, however, that the receiving party provides such assistance as the disclosing party may reasonably request in obtaining such order or other relief.

5. *Maintenance of Confidentiality.* Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other parties. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the receiving party employs with respect to its confidential materials). Each party shall ensure that its employees who have access to another party's Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions of this Agreement or are otherwise legally obligated not to disclose such Confidential Information, prior to any disclosure of Confidential Information to such employees. A party receiving Confidential Information shall promptly notify the party disclosing such Confidential Information of any use or disclosure of such Confidential Information in violation of this Agreement of which the receiving party becomes aware.

6. *Certain Limitations Regarding Trade Secrets.* Notwithstanding the above, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

7. *Affiliates.* The parties recognize that each of them may be part of an organization of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each party to provide Confidential Information to its affiliated companies. Hereafter, the term “affiliate” or “affiliates” refers to any corporation, association, or other entity that directly or indirectly owns, is owned by, or is under common ownership with a party, either currently or during the term of this Agreement. As used in this definition, the terms “owns,” or “owned,” or “ownership” means the holding of more than fifty percent (50%) of the shares (or comparable equity) in such business entity. For this purpose, each party agrees (both as a disclosing party and as a receiving party hereunder) that:

(a) a receiving party may disclose Confidential Information to an affiliate, but only to the extent that such affiliate has a need to know such Confidential Information in order to carry out the purposes described in Section 1 hereof;

(b) disclosure by or to an affiliate of a party hereto shall be deemed to be a disclosure by or to that party, as applicable; and

(c) each party guarantees the observance and proper performance by all of its affiliates to whom Confidential Information is disclosed of the terms and conditions of this Agreement.

8. *Return or Destruction of Materials.* Upon expiration or termination of this Agreement, all Confidential Information received or obtained in written or other form in whatever media, including all copies thereof shall on written request from the disclosing party be destroyed or returned to the disclosing party as the disclosing party may specify, and the receiving party shall certify that all such Confidential Information has been returned or destroyed within Twenty (20) days after receipt of such notice.

9. *No License or Publicity.* Nothing in this Agreement is intended to grant any rights to a party under any discovery, disclosed invention, patent, mask works right, copyright, trade secret, trademark or service mark, or other intellectual property right of another party, nor shall this Agreement grant any party any rights in or to another party's Confidential Information. To the extent applicable, each party shall reproduce the other parties' proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. No party shall use or cause to be published in any kind of media or communication the name, logo or other identifying information of any of the parties this Agreement without the prior expressed written consent of the specific party.

10. *Term.* This Agreement shall expire Three (3) years from the Effective Date; provided, however, each party's obligations regarding non-disclosure and nonuse of Confidential Information disclosed to it prior to the expiration of this Agreement shall thereafter survive and endure for Ten (10) years after such expiration; provided further, however, each party's obligations regarding another party's trade secret shall continue

until the later of (a) Ten (10) years after expiration of this Agreement or (b) until such Confidential Information no longer constitutes a trade secret.

11. *Availability of Equitable Relief.* Each party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other parties and that money damages will not provide an adequate remedy for such breach or threatened breach, and the parties hereby agree that, in the event a party shall breach or attempt to breach any of the terms of this Agreement, the non-breaching party shall be entitled to obtain from any court of competent jurisdiction an injunction (a) prohibiting the breaching party from any further breaches of this Agreement, (b) correcting or rescinding any action taken by the breaching party contrary to the terms of this Agreement and (c) authorizing the non-breaching party to recover any and all commissions, profit, or other net gain that the breaching party may have received or to which it may have become entitled to receive from or by reason of the conducting of any activity in direct violation of the terms, conditions, or covenants of this Agreement.

12. *Severability.* If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

13. *Counterparts and Electronic Copies.* The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile or other electronic transmission, and facsimile or other electronic copies of executed signature pages shall be binding as originals.

14. *Notices.* All notices, authorization, etc., relevant to this Agreement shall be deemed delivered at the time of personal service, the second full day after delivery to a reliable overnight, express carrier, or upon delivery by e-mail transmission, to the respective parties at the following address:

Party #1	Principle/s _____ _____ Title _____ Address _____ City _____ State/Zip _____ Email _____
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Party #2	Principle Richard E. Ernst Title-Director Address 105 Prairie View Drive Unit #1 City North Prairie
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State/Zip Wisconsin, 53153
E-mail richard@richardassists.com
262-442-3709

15. *Miscellaneous*. Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, or other business relationship or association between or among the parties. No provision of this Agreement may be waived except by a writing executed by the party against whom the waiver is to be effective. A party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties. This agreement supersedes any prior agreement for the same purpose among the parties or their representatives. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Wisconsin, and the parties' consent and agree that the courts within the State of Wisconsin (whether state or federal) shall have exclusive jurisdiction with respect to all disputes arising under or related to this Agreement.

By their signatures below, the authorized representatives of each of the parties acknowledge their agreement to this Mutual Non-disclosure Agreement made as of the Effective Date first written above.

Party #1

Party #2

By: _____

By: _____

Name: _____

Name: _____

Print

Print

Date: _____

Date: _____