

## **NON-DISCLOSURE AGREEMENT**

This Agreement is between Wutpool, Inc, a corporation of the State of Minnesota, Wutgroup, LLC, both having an address of 8634 Central Ave. NE, Blaine, Minnesota 55434 (hereinafter "OWNER") and \_\_\_\_\_, a \_\_\_\_\_ of \_\_\_\_\_, having an address of \_\_\_\_\_ (hereinafter "RECIPIENT").

OWNER possesses valuable proprietary information, data and know-how relating to the manufacture, marketing and distribution of an improved and novel cover used to cover open spaces in a load bearing matter ("CONFIDENTIAL INFORMATION"). RECIPIENT is interested in obtaining CONFIDENTIAL INFORMATION from OWNER to determine the desirability of entering into a business relationship or other with OWNER.

The parties to this Agreement agree as follows:

1. RECIPIENT shall treat as confidential and secret all CONFIDENTIAL INFORMATION that has been or may hereafter be disclosed, directly or indirectly, to RECIPIENT, either orally, in writing or through inspection. RECIPIENT shall use CONFIDENTIAL INFORMATION received only to the extent necessary to determine the desirability of entering into a business relationship with OWNER, and for no other purpose whatsoever. RECIPIENT shall not disclose to anyone any CONFIDENTIAL INFORMATION received, and shall use the same degree of care, but not less than a reasonable degree of care, to prevent the disclosure of the CONFIDENTIAL INFORMATION to others as it uses to prevent the disclosure of its own confidential information.

Notwithstanding the above, RECIPIENT may disclose such CONFIDENTIAL INFORMATION to those of its employees having a need to know about such CONFIDENTIAL INFORMATION in order to achieve the purposes of this Agreement, but such employees, prior to reviewing any CONFIDENTIAL INFORMATION, shall have agreed in writing, through the signing of attached Exhibit A, not to use or disclose the CONFIDENTIAL INFORMATION in any way inconsistent with this Agreement. The signed Exhibit A form shall be delivered to OWNER before the employee reviews any CONFIDENTIAL INFORMATION. Within ten days of a written request to do so, RECIPIENT shall promptly return and deliver to OWNER all drawings, data, memoranda and information in physical form consisting of or relating to the CONFIDENTIAL INFORMATION supplied to RECIPIENT by OWNER.

2. Nothing in this Agreement is intended to grant or transfer any rights under any patent, copyright, trade secret, or any rights in or to the CONFIDENTIAL INFORMATION, except the limited right to review such CONFIDENTIAL INFORMATION solely for the purpose of determining whether to enter into the proposed business relationship.

3. This Agreement may not be modified except by mutual written consent of both parties. The laws of the State of Minnesota shall govern this Agreement. The federal and state courts of the State of Minnesota shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

4. RECIPIENT agrees that its obligations hereunder are necessary and reasonable to protect OWNER, and expressly agrees that monetary damages would be inadequate to compensate OWNER for any breach of any covenant or agreement set forth herein. RECIPIENT

agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to OWNER and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened reach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. RECIPIENT hereby acknowledges that through the signing of this Agreement, he or she has the power to act on behalf of and bind himself or herself or his or her organization or entity to the terms contained here.

OWNER:

RECIPIENT:

\_\_\_\_\_  
Wutpool, Inc./WutGroup, LLC

\_\_\_\_\_  
By

Scott Uram CEO

Its \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_