

## CONFIDENTIALITY AGREEMENT (Revision October 1, 2009)

Welcome to the World Wide Website (together with any successor websites, the “**Website**”) maintained by CJPS Enterprises, LLC, an Illinois limited liability company, doing business as www.TechTransferOnline.com, (the “**Company**”). THE PERSON DOWNLOADING CONTENT FROM THE IP DATABASE AREA OF THE WEBSITE (the “**Recipient**”), BY DOWNLOADING SUCH CONTENT AGREES TO BE BOUND BY THIS CONFIDENTIALITY AGREEMENT (the “**Agreement**”).

IMPORTANT: THIS CONFIDENTIALITY AGREEMENT IS A LEGAL AGREEMENT AMONG RECIPIENT, COMPANY AND EACH LISTER (collectively, and together with the Lister, the “**Parties**”). READ IT CAREFULLY BEFORE DOWNLOADING ANY CONTENT FROM THE WEBSITE. THIS AGREEMENT RESTRICTS RECIPIENT’S USE OF THE CONTENT AND CONTAINS WARRANTY DISCLAIMERS. IN ADDITION, THIS AGREEMENT REQUIRES RECIPIENT TO INDEMNIFY COMPANY AND EACH LISTER UNDER CERTAIN CIRCUMSTANCES. BY DOWNLOADING CONTENT FROM THIS AREA OF THE WEBSITE, RECIPIENT IS AGREEING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF RECIPIENT DOES NOT AGREE TO BE BOUND BY THE THESE TERMS, THEN DO NOT DOWNLOAD ANY CONTENT FROM THIS AREA OF THE WEBSITE.

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

In consideration for and as a condition to Company’s furnishing access to such Content as is made available (“**disclose**”) to Recipient through this area of the Website, as well as in consideration of the promises and agreements contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each of the Parties, the Parties agree as follow:

### 1. CONFIDENTIAL AND PROPRIETARY NATURE OF THE CONTENT

Recipient acknowledges the confidential and proprietary nature of the Content, agrees to hold and keep the Content as provided in this Agreement and otherwise agrees to each and every restriction and obligation in this Agreement. Recipient has requested access to the Content in connection with its consideration of the possible licensing or purchase of the Content (a “**Transaction**”) from the owner of such Content (a “**Lister**”).

### 2. CONTENT

As used in this Agreement, “**Content**” means all information and materials located in or made available through the IP Database area of the Website, including, without limitation, (i) all information and materials that may be trademarked, copyrighted, patented, (ii) all trade secrets and other intellectual property rights and other materials located in or made available through the IP Database area of the Website, and provided by the Company (through downloading from the Website and otherwise) and otherwise pursuant to this Agreement, (iii) all trade secrets concerning any Lister, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and (iv) any other information, however documented, that is a trade secret within the meaning of applicable state trade secret law).

All of the Content will also be entitled to all of the protections and benefits under applicable state trade secret law and any other applicable law. If any portion of the Content is found by a court of competent jurisdiction not to be a trade secret or confidential information, such Content will in any event still be considered Content for purposes of this Agreement and entitled to the protections of this Agreement. Recipient hereby waives any requirement that Company or any Lister submit proof of the economic value of any trade secret or post a bond or other security.

To the extent that any Content may include materials subject to the attorney-client privilege, neither Company nor any Lister is waiving, and neither Company nor any Lister will be deemed to have waived or diminished its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any Content (including Content related to pending or threatened litigation) to Recipient, regardless of whether Company or any Lister has asserted or is or may be entitled to assert such privileges and protections. The Parties (a) share a common legal and commercial interest in all such Content that is subject to such privileges and protections; (b) are or may become joint defendants in proceedings to which such Content covered by such protections and privileges relates; and (c) intend that such privileges and protections remain intact should any Party become subject to any actual or threatened proceeding to which such Content covered by such protections and privileges relates. In furtherance of the foregoing, Recipient shall not claim or

contend, in proceedings involving any Party, that Company or any Lister waived its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to Recipient due to the disclosure of Content (including Content related to pending or threatened litigation) to Recipient.

### 3. RESTRICTED USE OF CONFIDENTIAL INFORMATION

Recipient agrees that the Content (a) will be kept confidential by Recipient and the directors, managers, officers, employees, agents, consultants, advisors and other representatives (including, without limitation, legal counsel, accountants, and financial advisors) ("**Representatives**") of Recipient and (b) without limiting the foregoing, will not be disclosed by Recipient or Recipient's Representatives to any Person (including current or prospective financing sources) except with the specific prior written consent of info@TechTransferOnline.com (the "**Company Contact**") or except as expressly otherwise permitted by this Agreement. It is understood that Recipient may disclose Content to only those of Recipient's Representatives who (a) require such material for the purpose of evaluating the Content and a possible Transaction and (b) are informed by Recipient of the confidential nature of the Content and the obligations of this Agreement. Recipient further agrees that Recipient and Recipient's Representatives will not use any of the Content either for any reason or purpose other than to evaluate and to negotiate a possible Transaction. Recipient also agrees to be responsible for enforcing this Agreement as to Recipient's Representatives and to take such action, legal or otherwise, to the extent necessary to cause them to comply with this Agreement and thereby prevent any disclosure of the Content by any of Recipient's Representatives (including all actions that Recipient would take to protect its own trade secrets and confidential information) except as permitted by this Agreement.

### 4. NONDISCLOSURE OF TRANSACTION

Except as expressly permitted by Section 3 and except as expressly permitted by a definitive agreement with respect to the Transaction, if any, entered into between Recipient and the applicable Lister, neither Recipient nor its Representatives will disclose to any Person the Content, the fact that the Content has been disclosed to Recipient or Recipient's Representatives or that Recipient or Recipient's Representatives have inspected any portion of the Content or that any discussions or negotiations are taking place concerning the Transaction, provided, however, Recipient and its Representatives may make such a disclosure if, and solely to the extent that, Company or such Lister has already done so or Recipient has received the written opinion of its outside counsel that such a disclosure must be made by Recipient in order that it not commit a

violation of law, and further provided, Recipient and its representatives shall consult with Company and such Lister, to the extent reasonably practicable, before making any such disclosure, and any such permitted disclosure shall not affect or impair Recipient's obligations of confidentiality with respect to the Content. Without limiting the generality of the foregoing, Recipient further agrees that, without the prior written consent of Company and such Lister, Recipient will not, directly or indirectly, enter into any agreement, arrangement or understanding, or any discussions that might lead to such an agreement, arrangement or understanding, with any Person other than such Lister regarding a possible Transaction.

## 5. EXCEPTIONS

All of the foregoing obligations and restrictions do not apply to that part of the Content that Recipient demonstrates (a) was or becomes generally available to the public prior to, and other than as a result of, a disclosure by Recipient or Recipient's Representatives or (b) was available, or becomes available, to Recipient on a nonconfidential basis prior to its disclosure to Recipient through the Website or a Lister, but only if (i) the source of such information is not bound by a confidentiality agreement with Company or a Lister or is not otherwise prohibited from transmitting the information to Recipient or Recipient's Representatives by a contractual, legal, fiduciary or other obligation and (ii) Recipient provides Company with written notice of such prior possession either (A) prior to the execution and delivery of this Agreement or (B) if Recipient later becomes aware of (through disclosure to Recipient or otherwise through Recipient's work on the Transaction) any aspect of the Content of which Recipient had prior possession, promptly upon Recipient becoming aware of such aspect.

## 6. LEGAL PROCEEDINGS

If Recipient or any of Recipient's Representatives becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) to make any disclosure that is prohibited or otherwise constrained by this Agreement, Recipient or such Representative, as the case may be, will provide Company and the applicable Lister with prompt notice of such legal proceedings so that it may seek an appropriate protective order or other appropriate relief or waive compliance with the provisions of this Agreement. In the absence of a protective order or Recipient's receiving such a waiver from Company and such Lister, Recipient or its Representative is permitted (at Recipient's expense) to disclose that portion (and only that portion) of the Content that Recipient or the Representative is legally compelled to disclose, provided, however, that Recipient and Recipient's

Representatives must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Content is so disclosed.

## 7 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

If Recipient determines that it does not wish to proceed with the Transaction, or if Company or the applicable Lister notifies Recipient that such Lister does not wish Recipient to consider the Transaction any further, or if Company or such Lister so demand, then (a) Recipient (i) shall promptly deliver to Company Contact all documents or other materials disclosed to Recipient or Recipient's Representatives constituting Content, together with all copies and summaries thereof in the possession or under the control of Recipient or Recipient's Representatives and (ii) will destroy materials generated by Recipient or Recipient's Representatives that include or refer to any part of the Content, without retaining a copy of any such material or (b) alternatively, if the Company Contact requests or gives his prior written consent to Recipient's request, Recipient will destroy all documents or other matters constituting Content in the possession or under the control of Recipient or Recipient's Representatives. Any such destruction pursuant to the foregoing must be certified by an authorized officer of Recipient in writing to Company (and such certification shall include a list of the destroyed materials).

## 8. NO OBLIGATION TO NEGOTIATE OR ENTER A TRANSACTION

Company and each Lister reserve the right, in their sole discretion, to reject any and all proposals made by Recipient or Recipient's Representatives with regard to a Transaction and to terminate discussions and negotiations with Recipient and Recipient's Representatives at any time. None of Recipient, Company and any Lister shall have rights or obligations of any kind whatsoever with respect to the Transaction by virtue of this Agreement other than for the matters specifically agreed to herein. Without limiting the preceding sentences, nothing in this Agreement requires either Recipient or Company to enter into a Transaction or to negotiate such transaction for any specified period of time.

## 9. CERTAIN COVENANTS, REPRESENTATIONS AND WARRANTIES

(a) As between Lister and Recipient, Lister shall retain all worldwide rights, title and interest in and to the Content (including, without limitation, ownership of all copyrights and other intellectual property rights therein), as well as all right, title and interest in and to its trademarks, service marks and trade names worldwide (including, without limitation, any goodwill associated therewith).

(b) Neither Company nor any Lister makes any representation or warranty (express or implied) concerning the completeness or accuracy of the Content, except pursuant to representations and warranties that may be made in a definitive agreement for the Transaction, if any, between the Parties.

(c) Recipient warrants to Company and each Lister the following: (i) if Recipient is an individual, then Recipient is at least 18 years of age and legally competent; (ii) if Recipient is an entity, then Recipient is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement; (iii) this Agreement constitutes the legal, valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms; (iv) Recipient has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; (v) Recipient is not located in, and no product sold or service provided by Lister has been, or will be, directly or indirectly, sold to or performed on behalf of, Cuba, Iraq, Iran, Libya or North Korea; (vi) none of the Content has been, or will be, directly or indirectly, sold by Recipient to or performed by Recipient on behalf of, customers in Bahrain, Iraq, Jordan, Kuwait, Lebanon, Libya, Oman, Qatar, Saudi Arabia, Sudan, Syria, United Arab Emirates or the Republic of Yemen; and (viii) Recipient has not violated, and will not violate the anti-boycott prohibitions contained in 50 U.S.C. Section. 2401 et seq.

(d) NEITHER COMPANY NOR ANY LISTER MAKES ANY REPRESENTATION OR WARRANTY THAT THE WEBSITE OR THE CONTENT WILL OPERATE SECURELY OR CONTINUOUSLY OR WITHOUT ERROR OR INTERRUPTION. THE COMPANY AND EACH LISTER HEREBY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, CURRENTNESS, OR NON-INFRINGEMENT OF ANY OF THE CONTENT AVAILABLE ON THE WEBSITE OR ANY OTHER INFORMATION WHICH IS REFERENCED OR LINKED TO THE WEBSITE, AND ALL WARRANTIES REGARDING SERVICE OR PRODUCTS PROVIDED BY A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT, THE CONTENT PAGES, THE WEBSITE AND THE SERVICES OF THE COMPANY PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. IN NO EVENT SHALL COMPANY BE LIABLE TO ANY PERSON OR ENTITY FOR UNAUTHORIZED ACCESS TO, OR USE

OF, THE WEBSITE OR THE CONTENT OR FOR ANY UNAUTHORIZED SALES OR LICENSING OF THE CONTENT OR ANY PORTION THEREOF.

(e) IN NO EVENT WILL COMPANY, ANY LISTER OR ANY OTHER INDEMNIFIED PERSON BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, RESTITUTION, LOSS OF PROFITS, COST OF COVER, OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND) IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE WEBSITE OR THE CONTENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY, ANY LISTER AND THE INDEMNIFIED PERSONS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE WEBSITE OR THE CONTENT OR ANY SUCH SERVICES. ANY LIABILITY OF COMPANY, ANY LISTER OR ANY OF THEIR RESPECTIVE AFFILIATES TO RECIPIENT IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, RESTITUTION, LOSS OF PROFITS, COST OF COVER, OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND) WILL NOT, IN ANY EVENT, EXCEED THE LESSER OF \$100 OR AMOUNT ACTUALLY PAID TO COMPANY BY RECIPIENT PURSUANT TO THIS AGREEMENT.

(f) COMPANY HAS NOT AND WILL NOT INDEPENDENTLY VERIFY ANY OF THE CONTENT PROVIDED TO IT BY LISTER AND SHALL NOT BE RESPONSIBLE FOR ANY INACCURACIES OR OMISSIONS IN SUCH CONTENT.

(g) Nothing in this Agreement may be construed to create a work for hire relationship between the Parties. Company and each Lister are acting as an independent contractor in performance of this Agreement. All personnel providing the services under this Agreement on behalf of Company or any Lister are employees, contractors, or agents of Company or Lister, as applicable, not employees or agents of Recipient. Nothing in this Agreement may constitute or be construed as creating an agency, partnership, master-servant, or employer-employee relationship between Recipient, on the one hand, and Company or any Lister and its employees, contractors, or agents.

## 10. REMEDIES

Recipient agrees to indemnify and hold Company, each Lister and their respective Representatives and successors and assigns harmless from any

damages, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any disclosure or use by Recipient or Recipient's Representatives of the Content other than as expressly permitted by 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 Recipient or Recipient's Representatives, and any such breach would cause Company and or any Lister irreparable harm, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, Company and every Lister each 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 Company or any Lister.

## 11. THIRD PARTY BENEFICIARIES

For purposes of this Agreement, each Lister shall be a named and an intended third party beneficiary of this Agreement and shall have the right to enforce this Agreement against Recipient as if such Lister was a party to this Agreement.

## 12. MISCELLANEOUS

(a) This Agreement and the agreements set forth in this Agreement may be modified or waived only by a separate writing signed by Company, Recipient and the applicable Lister expressly modifying or waiving this Agreement or such agreements.

(b) Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

(c) The term "Person" means any individual, corporation (including any nonprofit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or governmental body.

(d) 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.

(e) Recipient agrees that if it is held by any court of competent jurisdiction to be in violation, breach or nonperformance of any of the terms of this Agreement, then it will promptly pay to Company and each Lister all costs of such action or suit, including reasonable attorneys' fees.

(f) The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(g) Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought against either of the Parties in the courts of the State of Michigan, County of Oakland, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Michigan, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

(h) This Agreement will be governed by the laws of the State of Michigan without regard to conflicts-of-laws principles. 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. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for any purpose whatsoever.

(i) No presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.