

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is entered into by and between _____ and together with its subsidiaries and affiliates (the “Company”) and Squire Ridge Company, LLC (“Recipient”) as of this ___ day of _____ 2014. The Company and Recipient are each a “Party” hereunder and collectively referred to herein as the “Parties”.

Whereas, Recipient desires to explore possible transaction or business relationship (“Transaction”) with the Company and in connection therewith the Company may disclose to Recipient certain confidential and proprietary information and the Parties desire to establish the parameters in which confidential and proprietary information will be disclosed and used.

Based upon the facts and premises contained in the above recitals and the mutual covenants and warranties below, the Parties hereby agree as follows:

1. “Confidential Information” includes all information disclosed by the Company to Recipient and includes, without limitation, all data, reports, forecasts, research, data, testing and performance data, trade secrets, costs, profits, investments, planning, markets, pricing data and other financial or business information, experience with new ventures or, personnel files, sales and marketing data, projections and records containing or otherwise reflecting information and concerning the Company and its affiliates and subsidiaries which is not available to the general public and which the Company, directly or indirectly, will provide or has previously provided to the Recipient at any time. Confidential Information includes not only written information, but also information transferred orally, visually, electronically, or by any other means. Notwithstanding the foregoing, the following will not constitute "Confidential Information" for purposes of this agreement:

(A) information which was already in Recipient’s possession prior to the date hereof and which was not acquired or obtained from the Company or pursuant to a confidentiality agreement.

(B) information which is obtained or was previously obtained by Recipient from a third person who, insofar as is known to Recipient after reasonable inquiry, is not prohibited from transmitting the information to Recipient by a contractual, legal or fiduciary obligation to the Company.

(C) information which is or becomes generally available to the public other than as a result of a disclosure by Recipient or its agents or employees.

2. Recipient (and its agents and employees) agrees to hold and treat such Confidential Information as confidential and to not disclose Confidential Information to any third party without the prior written consent of the Company. Moreover, Recipient agrees to disclose Confidential Information only to those agents and employees who need to know the Confidential Information for purposes of evaluating the Transaction and who will be advised of this Agreement and agree to be bound by the terms of this Agreement. Recipient agrees to not use the Confidential Information for any other purpose except for evaluating the Transaction.

Nothing contained in this Agreement shall be construed as granting a license under any trademark, copyright or any other proprietary right to any Confidential Information disclosed pursuant to this Agreement.

3. Both parties hereto agree to not disclose to any person the fact that Confidential Information has been made available, that discussions or negotiations are taking place or have taken place concerning the Transaction or any other terms, conditions or other facts with respect to any such Transaction, including the status thereof.

4. Promptly upon the request of the Company, all Confidential Information will be (a) returned to the Company without retention of any copies, extracts or other reproductions in whole or in part thereof or (b) destroyed to the extent (i) such destruction is requested by the Company or (ii) such Confidential Information is held in a form that cannot be delivered to the Company. The return and/or destruction of Confidential Information will not relieve Recipient of any of its obligations hereunder.

5. In the event that Recipient (or its agents or employees) is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, Recipient will provide the Company with prompt notice of any such request or requirement so that the Company may seek an appropriate protective order. Recipient will not oppose any action by the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

6. Recipient acknowledges and agrees that the Company has not made any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and that the Company expressly disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions therefrom.

7. Recipient acknowledges and agrees that the Confidential Information being provided under this Agreement is of a special and unique character, that the Company has made a substantial investment in developing the Confidential Information, and that remedies at law for a breach of this Agreement would be inadequate. Recipient acknowledges and agrees that the Company would suffer irreparable harm if Recipient (or its agents or employees) breach or threaten to breach. Therefore, Recipient agrees that the Company shall be allowed to seek and obtain equitable relief such as an injunction or specific performance in addition to monetary damages.

8. No failure to exercise, or delay in exercising, any right, power or privilege hereunder shall be construed as having created a custom in any way or manner contrary to the specific provisions of this agreement or as having waived or modified such right, power or privilege. This Agreement may be terminated by either Party, upon the receipt by the non-terminating party of written notice from the terminating party of such termination. Each Party's obligations under this Agreement with respect to maintaining confidentiality under this Agreement will survive for a period of two (2) years following termination of this Agreement.

9. Each Party understands and agrees that no contract or agreement providing for a business transaction between the Parties shall be deemed to exist unless and until a definitive agreement has been executed and delivered by the Parties. The Parties agree that unless and until a definitive agreement between the Parties with respect to a business transaction has been executed and delivered, neither Party will have any obligation of any kind whatsoever to the other Party with respect to any such business transaction by virtue of this Agreement or any other written or oral expression with respect to such business transaction except, in the case of this Agreement, for the matters specifically agreed to herein.

10. If any provision of this Agreement or its application is construed to be invalid or unenforceable, then all other provisions and their application shall not be affected and shall be fully enforceable without regard to the invalid or unenforceable provision. If any provision in this Agreement is determined to be unenforceable in equity because of its scope, duration, or other factor, then the court making that determination shall have the power to reduce or limit such scope, duration, or other factor, and such provision shall be enforceable in equity in its reduced or limited form.

11. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be governed by the laws of the State of Ohio and each Party irrevocably consents to the exclusive personal jurisdiction of and venue in the state and federal courts sitting in Cleveland, Ohio in the county of Cuyahoga to resolve any disputes or controversies relating to this Agreement.

In Witness Whereof the parties have executed this Agreement as of the date set forth above.

SQUIRE RIDGE COMPANY, LLC

By: _____

By: _____

Its: _____

Its: _____