

**Re: Product Confidentiality / Non Disclosure Agreement**

Dear Prospective Client,

We are very excited about your interest in our new ^(B) and existing AustriAlpin Cobra products (patented and patent pending) and look forward to cooperating with you for years to come. The basis of our success as a safety hardware manufacturer is simply higher IQ - Innovation and Quality. New product development is paramount to our business model and something we take very seriously. So in a world full of design copy cats and Asian knock-off producers we must take the protection of our designs and products equally seriously. We trust that you will thus honor and understand our request for your guarantees of good faith as we move forward together.

As a part of our intellectual property protection protocol (IPPP) we ask all existing and prospective clients to review and sign a Product Confidentiality / Non Disclosure Agreement. You will find this on pages 2 to 4. Please take the time to read this document and notify us of any questions or concerns which you may have. Once you are aware of your responsibilities in this agreement we ask that you either fax or post the signed document back to us at your earliest convenience. Product samples, specifications, pricing, and other privileged information will then be made available to you / and or your organization. We look forward to serving you shortly.

In your service,

IP Services Group
AustriAlpin Vertriebs GmbH

^(B) Footnote: Our newest innovations (ANSI Z359.1 Cobra, NFPA Cobra, 2" Cobra, 1.5" Cobra) are now available. Patent Pending.



PRODUCT CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Product Confidentiality and Non-Disclosure Agreement (the "Agreement") is made and entered into by and between AUSTRIALPIN VERTRIEBS GMBH, an Austrian Corporation (hereinafter "Disclosing Party"), and the undersigned (hereinafter "Recipient").

WHEREAS, In order to further explore the desirability and feasibility of developing a relationship, Recipient has requested and/or will request, has received or will receive, and/or review certain products and/or information from Disclosing Party in connection with or in consideration of a possible transaction or relationship between Recipient and Disclosing Party.

WHEREAS, in the course of consideration of the possible transaction or relationship, Disclosing Party may at its sole discretion discuss and disclose to Recipient certain important, proprietary, and confidential information, and/or proprietary trade secret information concerning Disclosing Party products in various stages of development, and/or other of his/its activities.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, the parties agree to enter into a confidential relationship with respect to the disclosure by Disclosing Party to Recipient of certain information.

1. **Definitions.** For purposes of this Agreement, "Confidential and/or Proprietary Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Disclosing Party. Confidential and/or Proprietary Information also includes all information of which unauthorized or unintentional disclosure could be detrimental to the interests of Disclosing Party whether or not such information is identified as Confidential and/or Proprietary Information by Disclosing Party. By example and without limitation, Confidential and/or Proprietary Information includes but is not limited to the following: trade secrets, new product designs, manufacturing and production techniques, product specifications, product applications and utilization, engineering, design and technical information, formulas, services, planning, costs, marketing, sales, business methods, clients, financial information, employee and independent contractor agreements, business relationships, fee schedules, profitability information, contracts, software and other relevant information and intellectual property, any and all forms of raw and other data relating to Disclosing Party's business, products or processes whether or not marked "Confidential", derived from any all sources. For purposes of this Agreement, the term "Recipient" shall include Recipient, the company or entity he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

2. **Exclusions.** Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to its being furnished to Recipient under the terms of this Agreement, provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal or fiduciary obligation of confidentiality to Disclosing Party; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Disclosing Party; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.

3. **Confidentiality.** Recipient for itself, and on behalf of any person or entity, and its Representatives, shall not disclose directly or indirectly, intentionally or non-intentionally, any of the Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Any disclosure to any other individual or entity shall require Disclosing Party's written approval. Recipient warrants that recipient will clearly label any information provided to its representatives in connection with this Agreement and further agrees hold Recipient responsible to Disclosing Party for any unauthorized disclosure or breach of the terms and conditions of this Agreement by any such representative. Recipient hereby agrees to indemnify Disclosing Party against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Disclosing Party as a result of a breach of this Agreement by Recipient or its Representatives.

4. **Permitted Disclosures.** Recipient may disclose Disclosing Party's Confidential Information to Recipient's responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship with Disclosing Party and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5. **Required Disclosures.** Recipient may disclose Disclosing Party's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.



6. **Use.** Recipient acknowledges that the Proprietary Information is of special and extraordinary character giving it particular value, the unauthorized disclosure of which cannot be reasonably or adequately compensated for in damages at law; therefore any breach of this Agreement will cause Disclosing Party great and irreparable injury and damages. Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a possible transaction or relationship with Disclosing Party and shall not in any way use the Confidential Information to the detriment of Disclosing Party, Disclosing Party's clients or customers or to in any way attempt to circumvent Disclosing Party's business, business prospects, present and future product development and refinements. Nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any of Disclosing Party's Confidential Information. Recipient agrees that any and all Confidential and Proprietary Information of the Disclosing Party, except that which is of public record, shall continue to be protected from disclosure, as provided hereunder, indefinitely. Furthermore, parties agree that all rights, titles, and interest in and to all products, inventions or other intellectual property which shall result directly or indirectly from Recipients or Recipients representatives' comments, observations, or actions shall be owned solely and exclusively by Disclosing Party in perpetuity.
7. **Return of Documents and Materials.** If Recipient does not proceed with the possible transaction with Disclosing Party, Recipient shall notify Disclosing Party of that decision and shall, at that time or at any time upon the request of Disclosing Party for any reason, return to Disclosing Party any and all records, notes, written, printed, copied, and other tangible materials, even those provided prior to execution of this Agreement, including any provided to Recipient's Representatives pertaining to the Confidential Information immediately. Within five (5) days of written request of Disclosing Party, Recipient will deliver the aforementioned materials, along with an affidavit that Recipient has neither directly nor indirectly retained nor caused nor allowed any third party to retain any Confidential or Proprietary Information of Disclosing Party. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.
8. **No Additional Agreements.** Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Disclosing Party to enter into any other agreement with Recipient or prohibit Disclosing Party from providing the same or similar information to other parties and entering into agreements with other parties. Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by Recipient or its Representatives with regard to a transaction between Recipient and Disclosing Party and to terminate discussions and negotiations with Recipient at any time. Additional agreements of the parties, if any, shall be in writing signed by Disclosing Party and Recipient.
9. **Irreparable Harm.** Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Disclosing Party.
10. **Survival.** This Agreement shall continue in full force and effect at all times. Recipient agrees that knowledge gained from the Confidential and Proprietary Information of Disclosing Party could be used to develop strategies, products, and methods that would be in conflict with the Disclosing Party's interest, business, and business prospects. Therefore, recipient agrees that knowledge gained or acquired from this information will in no way be used to compete with nor circumvent the interest of Disclosing Party.
11. **Successors and Assigns.** This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable without written consent of Disclosing Party.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Austria, European Union, without regard to any conflicts of laws provisions thereof. The parties hereby irrevocably consent to the jurisdiction of the courts located in Innsbruck, Austria, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.
13. **Attorney's Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.



14. **Counterparts and Right.** This Agreement may be signed in counterparts, which together shall constitute one agreement. The person signing on behalf of Recipient represents that he or she has the right, power, and is duly authorized to execute this Agreement.

15. **Rights Cumulative.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

16. **Privacy.** Recipient agrees not to discuss or disclose to the public, employees or any business affiliates of Disclosing Party the existence of this Agreement, that any information is being provided, or discussions are taking place hereunder.

15. **Entire Agreement.** This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Disclosing Party may have under trade secret, copyright, patent or other laws that may be available to Disclosing Party. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

AUSTRIALPIN VERTRIEBS GMBH. ("Disclosing Party")

Signature: _____

Print Name: Michael Uhrmann

Title: Directing Manager

Date: Sept 10, 2008

RECIPIENT PARTY

Company: _____ ("Entity Recipient")

Signature: _____

Print Name: _____ (is authorized to bind contractually)

Title: _____

Personal guarantor of Entity performance

Signature: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

Or //:

_____ ("Individual Recipient")

Signature: _____

Print Name: _____

Title: _____

Date: _____