



NON-DISCLOSURE AGREEMENT

This is a NON-DISCLOSURE AGREEMENT (the "Agreement") by and between Master Solutions, Inc. d/b/a TransMaster Trailers with its principal offices located at 20 Wolfs Bridge Road, Carlisle, PA 17013 (hereinafter referred to as "MSI-TMT" and/or "Disclosing Party"), and a manufacturer, vendor, and/or supplier (hereinafter referred to as "Receiving Party"), collectively referred to as "the Parties", for the purpose of preventing unauthorized use and/or disclosure of Confidential Information as defined below. The Parties agree to enter into a confidential relationship with respect to the use and/or disclosure of certain proprietary and confidential information ("Confidential Information").

For the purposes of this Agreement, the Parties shall include their Affiliates. The term "Affiliate" shall mean any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with the Party.

WHEREAS, MSI-TMT and its Affiliates own certain confidential and proprietary information, including without limitation, know-how and other technical data or information relating to the design, engineering, and manufacturing of various types of specialized trailers which are confidential and proprietary;

WHEREAS, this Agreement governs the use and/or disclosure of Confidential Information from MSI-TMT to the Recipient for the purpose of engaging in a business relationship (hereinafter referred to as "Purpose"); and

WHEREAS, MSI-TMT and Receiving Party desire to provide a procedure for the exchange of such Confidential Information.

- 1. Confidential Information.** As used herein, "Confidential Information" shall mean any and all technical and non-technical information, whether in graphic, electronic, written or oral form, or other form that has been or may hereafter be available, and including but not limited to patents, patent applications and other filings, copyright, trade secrets, and any other proprietary information, as well as and including without limitation, any ideas, techniques, sketches, drawings, works of authorship, models, inventions, product samples, apparatus, equipment, know-how, processes, algorithms, software programs, software source documents, design and engineering information and formulae related to the current, future, and proposed conducts, products and services of MSI-TMT, together with any information concerning any research, customized work, experimental work, development, design details and specifications, engineering, procurement requirements, purchasing, manufacturing, financial information, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and any information MSI-TMT provides regarding third parties.
- 2. Non-Disclosure.** Receiving Party agrees that all times and notwithstanding any termination or expiration of this Agreement that it will hold in strict confidence and not disclose to any third party any Confidential Information except as approved in writing by MSI-TMT, and will use the Confidential Information for no purpose other than the Purpose. Receiving Party shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
- 3. Unauthorized Disclosure.** Receiving Party shall **immediately** notify MSI-TMT upon discovery of any loss or unauthorized use or disclosure of Confidential Information. Receiving Party will take immediate action and use best efforts to halt the misuse of Confidential Information, and where applicable regain possession and control of Confidential Information improperly disclosed. Receiving Party will fully cooperate with MSI-TMT to mitigate the actual or potential harm of MSI-TMT.
- 4. Warranty.** All Confidential Information is provided on an "AS IS" basis. MSI-TMT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. MSI-TMT ALSO SPECIFICALLY PROVIDES NO WARRANTY, GUARANTEE OR RERESENTATION REGARDING THE ADEQUACY, ACCURACY, SUFFICIENCY OR FREEDOM OF DEFECTS OF CONFIDENTIAL INFORMATION DISCLOSED. MSI-TMT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND



FITNESS FOR A PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL MSI-TMT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY COSTS, EXPENSES, RISKS, LIABILITIES OR RELIANCES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION DISCLOSED.

5. Use of Confidential Information. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting it any intellectual or other property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue, based on such Confidential Information. Receiving Party shall not make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations based on the receipt or use of the Confidential Information, absent separate written approval of MSI-TMT.

6. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of MSI-TMT. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as to those in this Agreement. Receiving Party shall not, without prior written approval of MSI-TMT, use for Receiving Party's own benefit, publish, copy or otherwise disclose to others, or permit use by others for their benefit or to the detriment of MSI-TMT, any Confidential Information. Receiving Party shall return to MSI-TMT any and all records, notes, and other written, printed or tangible material in its possession pertaining to Confidential Information immediately if requested in writing by MSI-TMT.

7. No Reproduction. Except as necessary to accomplish the Purpose, Receiving Party shall not make any copies of MSI-TMTs' Confidential Information without MSI-TMTs' written consent, which consent will not be unreasonably withheld. Any reproduction of Confidential Information shall remain the property of MSI-TMT. Reproduced copies shall contain any and all confidential or proprietary notices or legends which appear on the original. Upon written request by Disclosing Party or upon completion of the Purpose, Receiving Party shall return all Confidential Information to MSI-TMT, or certify destruction thereof, including any hard copy records, and will purge from all computer storage devices any image or copies of such Confidential Information.

For the avoidance of doubt, anything that is stored on routine back-up media solely for the purpose of disaster recovery will be subject to destruction in due course, provided that, employees are precluded from accessing such information in the ordinary course of business prior to destruction. Notwithstanding the return or destruction of Confidential Information, Receiving Party and its representatives will continue to be bound by all obligations of confidentiality and other obligations contained within this Agreement.

8. Exclusions from Confidential Information. Confidential Information does not include information which:

- a. is published or otherwise in the public domain through no fault of Receiving Party; or
- b. can be demonstrated by Receiving Party to have been in its possession prior to receipt under this Agreement; or
- c. is obtained by Receiving Party without restriction from a third party; or
- d. discovered or created by the Receiving Party before disclosure by MSI-TMT; or
- e. is independently developed by or for Receiving Party by individuals who have not had either direct or indirect access to such information as evidenced by written records; or
- f. is learned by Receiving Party through legitimate means other than from MSI-TMT or MSI-TMTs' representatives; or
- g. is disclosed by Receiving Party to a third party with the written approval of Disclosing Party.

9. Limitations. Notwithstanding the exceptions to Confidential Information set forth in subsections 8(a) – (g) above, specific aspects of details of the Confidential Information shall not be deemed to be known generally to the public, or in the possession of a Receiving Party, merely because the Confidential Information is embraced by general disclosures in the public domain or by general disclosures known to Receiving Party. In addition, any combination of the Confidential Information shall not be considered to be known generally to the public or in the



possession of Receiving Party merely because individual elements thereof are in the public domain or known to Receiving Party unless the combination and its principles are known generally to the public or known to Receiving Party.

10. Notices. Any notice required or permitted, except as required notice in section 3 above that requires immediate notice, by this Agreement shall be (a) in writing, (b) effective on the first business day following the date of receipt; and (c) delivered by one of the following means; (i) by personal delivery; (ii) by pre-paid, overnight package delivery or courier service; (iii) e-mail or fax (upon customary confirmation of receipt); or (iv) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid.

11. Time Period. The nondisclosure provisions of this Agreement shall survive the termination/expiration of this Agreement and Receiving Party agrees to use reasonable care to hold in confidence and not disclose any and all Confidential Information disclosed by MSI-TMT. The obligations of Receiving Party receiving Confidential Information shall remain confidential until the specific information is (i) no longer deemed Confidential Information as defined by Sections 8 and 9 above, or (ii) until MSI-TMT sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first. Upon termination or expiration of this Agreement, or at the request of MSI-TMT, Receiving Party shall promptly return to MSI-TMT all documents and other tangible materials representing the Confidential Information, including all copies thereof.

12. Scope. Receiving Party shall use the Confidential Information only for and to the extent required to accomplish the Purpose of this Agreement and agrees that it shall not use it for any other purpose. For the sake of clarity, the Purpose does not include any commercial use of MSI-TMTs' Confidential Information by Receiving Party, or Receiving Party's providing assistance to a third party for the purpose of Receiving Party's commercial use of MSI-TMTs' Confidential Information, and Receiving Party agrees that it will not do so. Receiving Party shall only disclose the Confidential Information to those directors, officers, employees and consultants of their company that have a legitimate business need for such information and only for and to the extent required to accomplish the Purpose of this Agreement.

13. FOR THE SAKE OF CLARITY, RECEIVING PARTY AGREES THAT IT WILL NOT, WITHOUT THE EXPRESS WRITTEN PERMISSION OF MSI-TMT, (I) MAKE ANY DERIVATIVE OR EXEMPLAR OF ANY SAMPLE RECEIVED UNDER THIS AGREEMENT, OR (II) MAKE ANY USE OF ANY CONFIDENTIAL INFORMATION OR SAMPLE RECEIVED UNDER THIS AGREEMENT EXCEPT AS IS REASONABLY NECESSARY TO CARRY OUT THE PURPOSE.

14. Identification. Written information exchanged hereunder shall be considered Confidential Information for the purposes of this Agreement if such information is (i) clearly marked with an appropriate stamp or legend as Proprietary Information or Confidential, or (ii) is identified as confidential by MSI-TMT, or (iii) Receiving Party would reasonably understand the information received would be proprietary and/or confidential. Non-written information exchanged hereunder may also be considered Confidential Information if MSI-TMT provides Receiving Party with a writing which clearly identifies the nature and content of the disclosed information within thirty (30) days after such disclosure. Notwithstanding the foregoing, any information which by its nature is confidential and would be judged so under a reasonable standard, or is disclosed, or provided, under circumstances reasonably indicating it is confidential or proprietary, shall be considered Confidential Information regardless of whether a MSI-TMT has marked the Confidential Information as "Proprietary" or "Confidential" or has otherwise provided a notice confirming the confidentiality of the information.

15. Mandatory Disclosure. Receiving Party shall not be liable to MSI-TMT for the disclosure of Confidential Information that is obligated to be disclosed by law, rule, statute or order of a court of competent jurisdiction; provided, however, that if Receiving Party is so required to disclose Confidential Information, to the extent required by law or regulation, Receiving Party shall provide MSI-TMT prompt advance written notice before such disclosure and affording MSI-TMT an opportunity to seek a protective order or other appropriate remedy from the proper authority at MSI-TMTs' sole expense.

16. Term. This Agreement shall terminate three (3) years from the Effective Date of this Agreement. MSI-TMT, however, may terminate this Agreement upon thirty (30) days written notice to the Receiving Party. Confidential Information shall be protected in accordance with this Agreement for the period of protection as



stated in Section 11 of this Agreement regardless of earlier termination or expiration of this Agreement.

17. Injunctive Relief. The Parties agree that any and all Confidential Information disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of Confidential Information could cause irreparable harm and/or destroy or diminish the value of such information. The damages to MSI-TMT that may result from the unauthorized dissemination of Confidential Information may be impossible to calculate. Therefore, if it appears that the Receiving Party has disclosed (or has threatened to disclose) Confidential Information, MSI-TMT shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. In addition, MSI-TMT shall not be prohibited by this provision from also pursuing other legal and/or equitable remedies, including a claim for losses and damages. In the event that MSI-TMT is required to enforce this Agreement through legal action, then it will be entitled to recover from the Receiving Party all costs incurred thereby, including, without limitation, reasonable attorney's fees.

18. Headings. The title, headings, and subheadings in this Agreement are included solely for convenience of reference and will not be considered part of, or affect the interpretation of this Agreement.

19. Choice of Law. The validity, interpretation, construction, and performance of this Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania applicable to contracts and without giving effect to the principles of conflict of law provisions thereof.

20. Jurisdiction and Dispute Resolution. The Federal and state courts located in the Commonwealth of Pennsylvania shall have sole and exclusive jurisdiction over any disputes arising under, or in any way related to, the terms of this Agreement. Receiving Party specifically: (i) consents to personal jurisdiction therein; and (ii) waives the right to raise *forum non conveniens* or other similar objection.

21. Relationship of the Parties. Nothing in this Agreement is intended create and shall not create any agency, partnership, joint venture, or teaming relationship between the Parties.

22. Successors and Assigns. This Agreement and Receiving Party's obligations thereto shall be binding on Receiving Party's representatives, agents, successors and assigns. Receiving Party shall not assign nor in any manner transfer, any Confidential Information received hereunder or its interests in this Agreement without prior written consent of MSI-TMT. Any such assignment without prior written consent of MSI-TMT shall be null and void from the beginning. Receiving Party shall not export, directly or indirectly, any technical data acquired from MSI-TMT pursuant to this Agreement or any product utilizing any such data to any country from with the U.S. Government or any agency thereof at the time of export requires and export license or other government approval without first obtaining such license or approval.

23. Severability. If one or more provisions of this Agreement are held invalid or unenforceable by a court of competent jurisdiction pursuant to applicable law, such provision(s) will be deemed separate, distinct and independent, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

24. Modification. This Agreement may not be modified or amended without the express written consent of MSI-TMT.

25. Waiver. The failure or delay of MSI-TMT to enforce or exercise any right shall not be deemed a waiver of prior or subsequent rights.

26. Sole Agreement. The Agreement sets forth the complete, exclusive and final statement and understanding of Agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, representations, negotiations and discussions, whether written or oral, between the Parties regarding such subject matter.