

NON-DISCLOSURE AGREEMENT
BETWEEN:

GR GROUP HOLDINGS INC

a corporation incorporated under the laws of the State of Delaware (hereinafter GRGH)
OF THE FIRST PART

- and -

_____ a corporation incorporated under the laws of

_____ (hereinafter “the Undersigned”)

(GRGH and the Undersigned are referred to collectively as the “Parties”)

OF THE SECOND PART IN CONSIDERATION the Parties are willing to provide certain information to each other with regard to a potential transaction (the “Transaction”) in a secure, confidential environment subject to the terms, conditions and limitations, for the mutual promises herein contained, the Parties agree as follows:

1. The Parties may exchange information regarding its products or proposed products which information may include diagrams, schematics, material lists, material suppliers, marketing information, customer information, existing and proposed contractual arrangements, financial information, test procedure data, trade secrets, and know how. All such information, whether by means of written, electronic, oral disclosure, or otherwise, all reports, records and other work product incorporating or derived in whole or in part from such information, the fact that the Parties are considering a Transaction and all information regarding or related to the substance of any negotiations between the Parties in connection with the Transaction shall be deemed “Confidential Information” subject to the terms of this Agreement, unless excluded from Confidential Information pursuant to paragraph 3 below.

2. The Parties agree that upon exchange of any Confidential Information that it shall:

a) Maintain all Confidential Information, (including any portion, reproduction or copy thereof, or notes independently made in respect thereof), confidential in the same manner as its own proprietary and confidential information;

b) Not use such Confidential Information (or any portion, reproduction, or copy thereof) for any purpose except as expressly authorized in writing by the Disclosing Party,

c) Not disclose any Confidential Information (or any portion, reproduction, or copy thereof) to any third party except as expressly authorized in writing by the Disclosing Party;

d) Return to the Disclosing Party, as and when directed in writing, all Confidential Information, and any portion, reproduction, or copy thereof, and all notes made in respect

thereof.

3. However, the obligations of the Parties under paragraph 2 shall not apply to the following information which shall be expressly excluded from "Confidential Information":

- a) Information publicly disclosed either prior to or subsequent to the receipt of such information or is generally known in the industry by any means other than by a breach of this Agreement;
- b) Information disclosed by either Party without restriction to any party or by any means;
- c) Information either dependently developed by either Party or independently acquired by either Party from a third party, without breach of this Agreement, including independently developed inventions, whether patentable or not;
- d) Information required to be disclosed pursuant to governmental or judicial decree or order of competent jurisdiction;

4. The obligation of confidentiality pursuant to paragraph 2 of this Agreement shall not prevent the Receiving Party from disclosing such information on a need to know basis to those of its employees and agents retained by the Receiving Party in order to perform the tasks to be performed by the Receiving Party using such Confidential Information for the benefit of the Disclosing Party provided that all such employees and agents shall be similarly bound by the obligations of confidentiality hereunder.

5. This Agreement shall be construed in accordance with the laws of the State of Delaware, and the Parties' attorney to the jurisdiction of its courts.

Dated at _____, this day _____ of _____, 20__

GR GROUP HOLDINGS INC

Per: _____

Title: Owner

(the Undersigned's name to be filled in)

Per: _____

Title: