

Unilateral Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) is made as of _____ (the “Effective Date”), by and between Nicholas J. Fuentes, an Illinois Individual, on behalf of himself and his subsidiaries, affiliates, agents and representatives (“the Disclosing Party”) and _____, a _____ Individual (the "Receiving Party"). The Disclosing Party and Receiving Party sometimes are collectively referred to herein as the “Parties” and individually as a “Party”.

The Parties acknowledge that, by reason of entering into a business relationship (the “Purpose”), the Disclosing Party may disclose or provide access to the Receiving Party to information and materials concerning its business, plans, political plans, products and technical data which is confidential and of substantial value to the Disclosing Party that would be impaired if the information were disclosed to third parties or used by the Receiving Party for any reason other than the Purpose. Therefore, to protect any confidential information that may be provided, the Parties agree as follows:

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

Confidential Information

For the purposes of this Agreement, “Confidential Information” shall include all nonpublic information of any type or character that is either disclosed, directly or indirectly, before or after the Effective Date, to the Receiving Party or with which the Receiving Party comes into contact or is provided access to in connection with the Purpose. All Confidential Information shall remain the property of the Disclosing Party. This Agreement shall not require the Disclosing Party to disclose any of its Confidential Information. Moreover, the Disclosing Party does not wish to receive any Confidential Information from the Receiving Party, and the Disclosing Party assumes and will have no obligation of any kind with respect to any information disclosed by the Receiving Party.

ARTICLE II

Restrictions on Use and Disclosure

The Receiving Party agrees:

(a) to maintain the Confidential Information in strict confidence and to protect Confidential Information received pursuant to this Agreement by using the same standard of care which it uses to protect and safeguard its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information;

(b) to use the Confidential Information solely for the Purpose set forth in this Agreement, and not for any other purpose or for its own benefit or for the benefit of any other person or party, and that it shall not at any time incorporate all or any portion of the Confidential Information into any other work or product other than for the sole purpose of performing its obligations in connection with this Agreement;

(c) not to use or disclose any Confidential Information in contravention of any duty existing under law or contract or to use or disclose any Confidential Information knowingly to the detriment of the Disclosing Party;

(d) to disclose the Confidential Information only to its employees who have a need to know such Confidential Information in order to fulfill the Purpose and who are under confidentiality obligations no less restrictive than the terms of this Agreement to maintain the confidential nature of such Confidential Information;

(e) not to decompile, disassemble, or reverse engineer all or any part of the Confidential Information;

(f) to allow its employees to reproduce the Confidential Information only to the extent as may be strictly necessary to effect the Purpose set forth in this Agreement, with all such reproductions being considered Confidential Information.

(g) it shall be liable for any breaches of this Agreement by any person or party to whom it discloses Confidential Information received from the Disclosing Party; and

(h) if it discovers that any Confidential Information has been used, disseminated or published in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take any and all necessary steps to prevent any further breach of this Agreement.

ARTICLE III

Exceptions to Confidential Information

Confidential Information shall not include and this Agreement shall not impose any obligation upon the Receiving Party with respect to information which the Receiving Party can establish by documentary or other competent evidence:

(a) is or becomes generally available to the public through no fault of the Receiving Party; or

(b) was rightfully in the possession of the Receiving Party prior to its receipt from the Disclosing Party; or

(c) is disclosed with the prior written consent of the Disclosing Party; or

(d) was independently developed by the Receiving Party without use of the Confidential Information by persons who did not have access to the Disclosing Party's Confidential Information.

For the purposes of this Agreement, disclosures which provide specific, detailed information shall not be deemed to be within the foregoing exceptions merely because they are embraced by more

general disclosures in the public domain or in the Receiving Party's possession. In addition, any combination of features or components shall not be deemed to be within the foregoing exceptions merely because information about individual components are separately in the public domain or in the Receiving Party's possession.

ARTICLE IV

Required Disclosures of Confidential Information

In the event that Receiving Party is requested to disclose any Confidential Information received under this Agreement (including, but not limited to, requests made by oral question, interrogatories, requests for information or documents, subpoenas, an order issued by a court or regulatory body, civil investigation or similar process), and upon the advice of legal counsel such disclosure is required by law, then the Receiving Party shall provide the Disclosing Party with prompt written notice of such request prior to making any disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. The Receiving Party shall fully assist the Disclosing Party in its lawful efforts to resist, narrow, or eliminate the need for the requested disclosure. If disclosure is nonetheless required, the Receiving Party shall use its best efforts to obtain a binding assurance that confidential treatment shall be afforded to any portion of the Confidential Information that it is required to be disclose, and shall only furnish that portion of the Confidential Information which it is advised by its legal counsel must be provided pursuant to such request.

ARTICLE V

Period of Confidentiality

The Receiving Party shall be obligated to protect the Confidential Information received pursuant to this Agreement until such time that the Confidential Information becomes publicly known and made generally available through no action or inaction of the Receiving Party. In the event that such a time is required, the receiving party shall be obligated to protect the confidential information for a period of no less than two (2) years.

ARTICLE VI

Return of Confidential Information

The Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of Confidential Information at any time upon request by the Disclosing Party or within ten days following the expiration or earlier termination of this Agreement. An authorized representative of the Receiving Party shall certify that all such Confidential Information has been returned or destroyed. If and to the extent the Receiving Party has any notes, analyses, compilations, studies, interpretations, memoranda, photographs, magnetic or electronic media or videotapes, or any other documents prepared by or on behalf of the Receiving Party that contain, reflect or are based upon, in whole or in part, any Confidential Information provided by the Disclosing Party pursuant to this

Agreement, then the Receiving Party shall redact, erase, delete or destroy such documents so that the Confidential Information is no longer accessible.

ARTICLE VII

No License

All Confidential Information will remain the exclusive property of the Disclosing Party. The Receiving Party acknowledges and agrees that no right or license is granted to the Receiving Party in relation to any part of the Disclosing Party's Confidential Information. This Agreement does not grant any intellectual property rights or licenses (express or implied), including without limitation rights to patents, patent applications, trademarks, copyright, or trade secrets to the Receiving Party. The Receiving Party shall not remove, overprint, alter, obscure or deface any element or notice of copyright or trademark, logo, legend or other notice of ownership from any of the Disclosing Party's Confidential Information.

ARTICLE VIII

Warranty

NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE DISCLOSING PARTY UNDER THIS AGREEMENT WITH RESPECT TO THE CONFIDENTIAL INFORMATION, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY INFORMATION PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

The Disclosing Party shall have no liability whatsoever to the Receiving Party or any other party or person relating to or arising from the Receiving Party's use of the Confidential Information or from any errors or omissions in the Confidential Information, or any business decisions made by the Receiving Party in reliance on any Confidential Information. Nor shall the Disclosing Party be liable for any expenses, losses, damages, or action incurred or undertaken by the Receiving Party as a result of its receipt of the Confidential Information.

ARTICLE IX

No Obligation; No Agency or Partnership

The Parties agree that neither the holding of discussions between the Parties nor the Disclosing Party's disclosure of Confidential Information hereunder shall be construed as an obligation to enter into any other business arrangement or agreement with the other Party, and no such obligation shall exist until such time that a separate, written agreement has been executed by authorized representatives of both Parties. This Agreement does not create any agency, partnership or joint venture relationship between the Parties. The Receiving Party shall not incur any debts or make any commitments for the Disclosing Party under this Agreement. Nothing in this Agreement prohibits the Disclosing Party from providing the same or similar information to third parties and/or entering into agreements with third parties, or from developing, making and marketing

products or services which may be similar to or competitive with the Receiving Party's products or services.

ARTICLE X

Term of Agreement

Upon expiration or termination of this Agreement, the Receiving Party shall immediately cease all use of the Disclosing Party's Confidential Information.

ARTICLE XI

Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the state of Illinois excluding its conflict of law provisions. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Illinois, Cook County. The Receiving Party hereby consents to the exclusive personal jurisdiction of such courts, and waives any objection in any such action based on improper venue, inconvenient forum or similar grounds.

ARTICLE XII

Equitable Relief

The Receiving Party acknowledges and agrees that in the event of a breach or threatened breach of any provision of this Agreement, the Disclosing Party will suffer irreparable harm for which it will not have an adequate remedy at law. The Disclosing Party shall therefore be entitled to obtain an injunction enjoining and restraining the Receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement, without the necessity of posting any bond or other security and without having to prove any actual damages. The Disclosing Party's right to injunctive relief shall be in addition to any and all other rights or remedies which may be available to it at law or in equity.

ARTICLE XIII

Liquidated Damages

In case of unauthorized use or disclosure of Confidential Information, the Disclosing Party shall be entitled to liquidated damages in the amount of \$10,000 (ten thousand USD) for each such disclosure. Notwithstanding the right to liquidated damages, the Disclosing party has the right to take any measures available and to claim and receive a higher amount of compensation if the Disclosing Party can prove that the actual damage sustained will exceed the amount of liquidated damages.

ARTICLE XIV

Attorney's Fees

The Disclosing Party shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

ARTICLE XV

Export Regulations

The Receiving Party agrees to adhere to all applicable U.S. export laws and regulations with respect to any Confidential Information or technical data received under this Agreement.

ARTICLE XVI

Severability

If any provision of this Agreement is held invalid under any applicable law, such provision shall be limited or eliminated to the minimum extent necessary, and all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XVII

Waiver

No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

ARTICLE XVIII

Entire Agreement; Modifications

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written or oral. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties.

By: /s/ _____

Receiving Party

By: /s/ _____

_____, _____
Name Title