



NONDISCLOSURE AGREEMENT FOR HOOVER & STRONG, INC

This agreement made and entered into as of the date set forth below by and between **Hoover & Strong, Inc** a Virginia corporation (hereinafter referred to as “Company”), and _____ (hereinafter referred to as “Recipient”). Company and Recipient agree as follows:

1. Company is interested in discussing various aspects of its business with the Recipient for its own business purposes. Recipient is interested in engaging in such discussions with Company for the purpose of becoming a supplier, customer, employee, consultant, or to create some other business relationship with Company. In connection with such discussions, Company will disclose information to Recipient, orally or in writing, all of which information is proprietary to Company. Such information may include, without limitation, inventions, applications, improvements, technology, manufacturing techniques, product designs, alloy formulations, patent applications, tool and die drawings, computer programs, process flow diagrams, bills of material, price lists, pricing techniques, customer lists, financial data, identities of direct owners of Companies or any of the principal owners, or other similar types of information, all of which is referred to herein as “Proprietary Information”.

2. Recipient agrees to keep in confidence and not to use for its or any other party’s benefit or to the detriment of Company any of the Proprietary Information disclosed by Company to Recipient. All information disclosed by the Company shall be deemed to constitute Proprietary Information except to the extent specifically agreed otherwise by Company, in writing. Recipient agrees that all Proprietary Information provided to Recipient by Company will only be revealed to those employees, officers and agents of Recipient as are necessary in order for Recipient to accomplish its business with Company. Notwithstanding Recipient’s disclosure to any such parties, Recipient agrees that all such parties shall be bound by the terms hereof as if they were signatories hereto and Recipient agrees to take such steps as are necessary to ensure such result. In the event of termination of the discussions contemplated hereby, Recipient shall promptly redeliver to Company the Proprietary Information and all written material prepared and supplied by Company or its agents containing or reflecting any information contained in the Proprietary Information and will not retain any copies, extracts or other reproductions in whole or in part of such written material. Any work papers, memoranda or other writings prepared by Recipient incorporating any of all of the information contained in the Proprietary Information shall be destroyed upon termination of discussions contemplated hereby. The redelivery or destruction of the Proprietary Information shall not relieve the obligations of Recipient hereunder.

3. It is agreed that Proprietary Information shall not, in any event, include any such information which can be demonstrated to have been in the public domain prior to the date of this Agreement, or can be demonstrated to have been in Recipient’s possession prior to the date of this Agreement; or information that becomes part of the public domain after the date of this Agreement, but not as a result of any unauthorized act or omission on the part of Recipient; or is supplied to Recipient by a third party who has a right to do so.

4. Proprietary Information may be disclosed if Recipient is required to make such disclosure as a result of a court order, subpoena or similar legal duress, provided that Recipient gives Company prompt prior written notice upon its receipt of any such order or subpoena and provided further that it gives Company a reasonable opportunity prior to disclosure to seek a protective order.

5. Without the prior written consent of Company, Recipient also agrees that it will not, and will direct its directors, officers and employees not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction, including the status thereof.

6. Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement and Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Recipient further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at law or equity. In connection with any suit brought to enforce this Agreement, the prevailing party shall pay all the court costs and reasonable attorneys' fees of the other party.

7. This Agreement shall continue in full force and effect for a period of ten (10) years from and after the date hereof, and shall at all times be construed in accordance with the laws of the Commonwealth of Virginia.

8. This Agreement is executed under seal in conformance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

RECIPIENT:

COMPANY NAME, if any: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE, if any: _____

DATE: _____

HOOVER & STRONG, INC

SIGNATURE: _____

PRINT NAME: _____

TITLE, if any: _____

DATE: _____