

**MUTUAL NONDISCLOSURE AGREEMENT**

THIS MUTUAL NONDISCLOSURE AGREEMENT dated as of (the "Agreement"), is entered into between G.B. Technologies, LLC, a Georgia corporation ("GBT"), having a place of business at 57 Jonesboro Rd P.O. Box 1358, Fairburn, GA 30213, and \_\_\_\_\_, having a place of business at \_\_\_\_\_ ("CLIENT"). In consideration of the mutual covenants set forth below, the parties hereby agree as follows:

- 1 **GBT**, at its discretion, shall disclose certain Confidential Information, defined below, to **CLIENT** and **CLIENT**, at its discretion, shall disclose certain Confidential Information to **GBT**, each on the terms and subject to the conditions of the Agreement. **The term for disclosure of Confidential Information shall be sixty (60) days from the date of this Agreement, unless mutually extended in writing.**
  - (a) "Confidential Information" shall mean with respect to a party hereto (the "Disclosing Party"), collectively, all technical, financial and business information of any kind whatsoever, and all tangible and intangible embodiments thereof of any kind whatsoever, disclosed by the Disclosing Party to the other party hereto (the "Receiving Party") or obtained by the Receiving Party through observation or examination of the foregoing, but only to the extent such information or embodiment is maintained as confidential by the Disclosing Party and is marked or otherwise identified as confidential when disclosed to the Receiving Party or, in the case of information given verbally, is identified as confidential in a written document received by the Receiving Party within sixty (60) days after verbal disclosure to the Receiving Party
  - (b) The Confidential Information disclosed by **GBT** to **CLIENT** relates to **GBT** proprietary methods and know-how for manufacturing alpha gypsum as delineated in U.S. **U.S. Patent No. 6,964,704 and PCT Application No. PCT/US 04/08234.**
- 2 In consideration of the disclosure of certain proprietary information to **CLIENT** by **GBT** for purpose of entering into a bona fide discussion for the licensing or other transfer of the technology, **CLIENT** shall remit to **GBT** (an amount to be determined by the Parties) in advance, calculated from the date of this agreement ("Payment"). The Payment shall be due and payable contemporaneously upon execution of this Agreement. The Payment may be applied toward fees and royalties payable under any production license or transfer executed by the Parties.
- 3 No transfer, sale, or license of rights is affected hereby, whether express or implied. The Confidential Information disclosed by either party shall remain the sole and exclusive property of the disclosing party.
- 4 The Confidential Information disclosed by **CLIENT** to **GBT** relates to **CLIENT**'s Confidential Information regarding **CLIENT**'s operations.
- 5 The sole purpose for which the Confidential Information is disclosed is to evaluate **GBT**'s Confidential Information regarding alpha gypsum production and **CLIENT**'s willingness to evaluate entering into good faith discussions pursuant to a licensing arrangement of the **GBT** technology within (60) days from the effective date of this agreement.
- 6 The Receiving Party shall not use any of the Confidential Information of the Disclosing Party at any time except for the noncommercial purpose described above.
- 7 The Receiving Party shall exercise reasonable care not disclose any of the Confidential Information of the Disclosing Party other than on a need to know basis, as reasonably necessary for such purpose, to its directors, officers, employees and who are obligated in writing, or otherwise bound by fiduciary obligations, to the Receiving Party to maintain in confidence and not use the Confidential Information except as permitted by the Agreement.
- 8 Notwithstanding the foregoing, (i) the Receiving Party shall have the right to disclose Confidential Information to the extent required by applicable law or regulation, provided that the Receiving Party shall give the Disclosing Party prompt written notice and sufficient opportunity to object, time permitting, to such use or disclosure, or to request confidential treatment of the Confidential Information; and (ii) the Receiving Party's nonuse and nondisclosure obligations above shall not apply to such Confidential Information as the Receiving Party can establish by written documentation to:

- (a) have been publicly known prior to disclosure by the Disclosing Party of such information to the Receiving Party;
  - (b) have become publicly known, without fault on the part of the Receiving Party, subsequent to disclosure by the Disclosing Party of such information to the Receiving Party;
  - (c) have been received by the Receiving Party at any time from a source, other than the Disclosing Party, lawfully having possession of and the right to disclose such information;
  - (d) have been otherwise known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party of such information; or
  - (e) have been independently developed by the Receiving Party without use of such information.
- 9 Within sixty (60) days after termination of the disclosure term described above, upon the request of the Disclosing Party, the Receiving Party promptly shall return all tangible items relating to Confidential Information of the Disclosing Party, including all written material, photographs, models, compounds, compositions and the like made available or supplied by the Disclosing Party to the Receiving Party, and all copies thereof; provided, however, that the Receiving Party may retain one copy for its legal files.
- 10 The Agreement shall not be construed to grant any license or other rights except as expressly provided in the Agreement.
- 11 The nonuse and nondisclosure obligations of each party hereunder shall continue for a period of five (5) years from the termination of the disclosure term described above.
- 12 Neither party may assign the Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment in violation of this section shall be null and void.
- 13 The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of law principles.
- 14 Each party hereby acknowledges that the rights and obligations of the Agreement are subject to the laws and regulations of the United States relating to the export of products and technical information. Without limitation, each party shall comply with all such laws and regulations.
- 15 The Agreement embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of the Agreement which are not fully expressed herein. No change, modification, extension, termination or waiver of the Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have entered into the Agreement as of the date first written above.

\_\_\_\_\_  
(CLIENT)

**G.B. TECHNOLOGIES, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
G.B. Technologies, LLC