

Confidentiality Agreement

This Confidentiality Agreement between Thomas W. Gustin, Senior Design Engineer, Owner, doing business as GUSTECH (Company), and Larry Silver, President (Contractor), sets forth the terms and conditions regarding Contractor receiving confidential information (as defined below) from the Company.

1. Agreement Not to Disclose Confidential Information

Contractor agrees not to directly or indirectly use or disclose any of Company's confidential information at any time except as reasonably necessary in connection with (a) a bid or proposal to perform services for Company, or (b) any services Contractor performs as an independent contractor for Company. Confidential information includes Company's trade secrets, sales and profit figures, customer lists, relationships with contractors, customers or suppliers, and opportunities for new or developing business. The confidential information may be contained in written materials, such as computer hardware and software, disks, documents, files, drawings and product specifications. It may also consist of unwritten materials or knowledge, including ideas, research, processes, practices or know-how. Information in the public domain, information generally known in the trade, and information that Contractor acquires completely independently is not considered confidential information.

Contractor will not use or disclose to any other person or entity any confidential information without Company's prior written consent, except as required in the ordinary course of preparing a bid or proposal or performing services for Company, or as required by law. This agreement is effective as of the date set forth on the signature page below, and will survive the termination of Contractor's relationship with Company.

This agreement and Contractor's duty to hold Company's confidential information in confidence shall remain in effect until the confidential information no longer qualifies as a trade secret or until Company provides Contractor with written notice releasing Contractor from this Agreement, whichever occurs first.

2. Return of Confidential Information

All Company property, including but not limited to confidential information, will remain the sole property of Company and will be returned to Company either when requested by Company or upon the termination of Contractor. Contractor will return any such property or any reproduction of such property upon termination.

3. Right to an Injunction

Contractor acknowledges that any breach or threatened breach by Contractor of any of the terms of this agreement will result in immediate and irreparable harm to Company, for which there will be no adequate remedy at law, and that Company will be entitled to obtain an injunction to stop any breach or threatened breach of this agreement.

4. Reasonableness

Contractor acknowledges that the restrictions in this agreement are reasonable and necessary to protect Company and its confidential information.

5. Entire Agreement

This is the entire agreement between the parties. It replaces any and all oral agreements between the parties, as well as any prior writings.

6. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

7. Notices

All notices must be in writing. A notice may be delivered to a party at the address below or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

Company Address:

Thomas W. Gustin, Senior Design Engineer, Owner
3760 Engle Mill Road
Xenia, Ohio 453859719

Contractor Address:

Larry Silver, President
2285 Old Post Road
Beavercreek, Ohio 45434

8. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Ohio.

9. Modification

This agreement may be modified only by a written agreement signed by all the parties.

10. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

11. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

INDEPENDENT CONTRACTOR

Dated: _____

By: _____
Larry Silver, President

COMPANY

Dated: _____

By: _____
Thomas W. Gustin, Senior Design Engineer, Owner

Thomas W. Gustin, Senior Design Engineer, Owner