

INNISBROOK EQUITY GROUP ("IEG")
Intellectual Property Non-Disclosure & Non-Circumvention Agreement ("NDNCA")

THIS NDNCA is being executed regarding patent(s) pending and or issued relating to a:
Patented Plural Component Sprayable Delivery System for High Viscosity Material (the "IP")

WHEREAS, the undersigned (the "Recipient") wishes to receive from IEG, the duly appointed agent acting for and on behalf of the owner of the IP, Confidential Due Diligence Information (the "CDDI") relating to the IP for the limited purpose of enabling Recipient to become familiar with the IP for purposes of investing in some form in all or part of the IP which includes, but is not limited to, applicability to the building industry regarding sheathing, firestop and drywall seaming and finishing.

WHEREAS, following receipt back of an executed NDNCA from Recipient, IEG will provide Recipient with extensive CDDI materials and discussion regarding the IP.

NOW, THEREFORE, in consideration of Recipient promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient hereby agrees to all the terms, covenants, conditions and provisions hereinafter set forth:

Confidentiality & Non-Circumvention: For purpose of this NDNCA, CDDI means any information relating to the IP that is delivered to Recipient by IEG orally or in writing, including but not limited to the IP's general and specific characteristics and availability for investment, provided the term CDDI does not include information which:

- (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its representatives,
- (ii) was within Recipient's possession prior to its being furnished to Recipient by or on behalf of the IP owner pursuant hereto, provided that the source of such information was not known by Recipient to be bound by a non-disclosure agreement with or other contractual, legal or fiduciary obligation of confidentiality to the IP owner or any other party with respect to such information,
- (iii) becomes available to Recipient on a non-confidential basis from a source other than the IP owner or any of its representatives provided that such source is not, to Recipient's knowledge, bound by a non-disclosure agreement with or other contractual, legal or fiduciary obligation of confidentiality to the IP owner or any other party with respect to such information, or
- (iv) is independently developed by Recipient prior to the date of this NDNCA. Recipient shall accept all CDDI disclosed to Recipient by IEG and shall protect such CDDI, for a period of two years from the date of this Agreement, in the following manner by:
 - [a] instructing Recipient's agents, consultants, advisors, employees, and anyone else who has access to the CDDI, to hold in confidence all such CDDI,
 - [b] not, directly or indirectly, using such CDDI for Recipient, embodying in any product development, business arrangement, or exploiting in any way, or using for or disclosing to any party any CDDI,

- [c] not using CDDI entrusted to Recipient for any other purpose than evaluating the merit of the IP for investment by Recipient,
- [d] not interfering with proper process of any patents pending filed or to be filed by the IP owner,
- [e] not soliciting any IP Employees, Customers, Vendors without prior explicit written approval of the IP owner, and
- [f] returning to IEG all written CDDI without retaining copies, analyses, extracts thereof if Recipient either decides not to proceed with investment in the IP or IEG requests return of the CDDI materials for any reason.

Recipient further acknowledges that IEG is acting as an intermediary and Recipient agrees to conduct itself in such manner as not to prejudice receipt by IEG of its contracted for compensation from transaction proceeds provided by Recipient should Recipient complete a transaction encompassed by this agreement.

IP owner retains all right, title, and interest in the CDDI. This NDNCA shall not by implication or otherwise be construed as a grant or obligation to grant Recipient a license, of any kind, concerning the CDDI.

Nothing in this Agreement shall be construed or implied to obligate the IP owner or IEG to furnish any specific CDDI to Recipient, who further understands and agrees that neither the IP owner nor IEG makes any representations or warranties of any kind or nature as to accuracy or completeness of the CDDI.

IN WITNESS WHEREOF, the party hereunder has this day of January 2011 duly executed this Agreement under seal and with full authority to bind Recipient to the terms and conditions of this Agreement:

[PLEASE PRINT VERY CLEARLY]

"**RECIPIENT**" Company Name.....

Street Address (not PO Box)

City State Zip

Contact Name Title

Signature

Telephone (office) (cell)

Email Address

PLEASE RETURN THE EXECUTED NDNCA BY EMAIL TO: jhopkins@nsbrook.com