



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“**Agreement**”) is made and entered into, as of _____, 20____ (“**Effective Date**”), by and between Brady Industries, LLC dba BradyPLUS, a Nevada limited liability company and its Affiliates and _____, a _____, (“_____”). BradyPLUS and _____ are hereinafter referred to as “Party, the Parties, Disclosing Party, or Receiving Party” as applicable.

RECITALS

WHEREAS, the Parties currently desire to enter into discussions concerning a potential business transaction (collectively, the “**Transaction**”);

WHEREAS, such discussion may involve the disclosure by each Party (a “**Disclosing Party**”) to the other (a “**Receiving Party**”) of information which the Disclosing Party deems proprietary or confidential;

NOW THEREFORE, in consideration of the Transaction, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, for itself, its Affiliates and their respective successors and assigns agree as follows (for purposes of this Agreement, the term “**Affiliates**” means, with respect to any Party, any person or entity who directly or indirectly controls or is controlled by such Party):

1. Definition of Confidential Information. As used in this Agreement, the term “**Confidential Information**” means and includes any and all information, techniques, plans, designs, costs, pricing, finances, research and development activities, customer specifications, customer lists, business opportunities, personnel, and/or data disclosed by the Disclosing Party to the Receiving Party before, on, or after the date hereof which relates in any manner, directly or indirectly, to the Disclosing Party and/or its customers, suppliers and vendors, whether such information is disclosed in writing, verbally, electronically, or otherwise, which information the Disclosing Party maintains as confidential.

2. Treatment of Confidential Information. Receiving Party agrees that it will not use, disseminate, or in any way disclose any Confidential Information of the Disclosing Party to any person, firm or business, except to the extent necessary for internal evaluations in connection with the Transaction. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the Parties will not be released to any form of public media without the prior written approval of both Parties. Receiving Party agrees that it will treat all Confidential Information of the Disclosing Party with the same degree of care as Receiving Party accords to its own Confidential Information, but in no case less than reasonable care. Receiving Party agrees to only disclose Confidential Information of Disclosing Party to Receiving Party’s Representatives who need to know such information in connection with the Transaction. Receiving Party will promptly give notice to the Disclosing Party of any unauthorized use or disclosure of Disclosing Party’s Confidential Information. Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party’s Confidential Information.

3. Exclusions from Treatment of Confidential Information. The obligations under Section 2 (“Treatment of Confidential Information”) of each of the Parties will not apply if Receiving Party can document Confidential Information: (a) was in the public domain at or subsequent to the time such portion was communicated to Receiving Party by Disclosing Party

through no fault of Receiving Party, (b) was rightfully in Receiving Party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Receiving Party by Disclosing Party, (c) was developed by employees or agents of such Receiving Party independently of, and without reference to, any Confidential Information communicated to Receiving Party by Disclosing Party, or (d) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence. A disclosure by Receiving Party of Confidential Information of the Disclosing Party, either: (a) in response to a valid order by a court or other governmental body or, (b) otherwise required by law, , will not be considered to be a breach of this Agreement by Receiving Party or a waiver of confidentiality for other purposes; provided, however, that Receiving Party will provide prompt prior written notice thereof to Disclosing Party to enable Disclosing Party to seek a protective order or otherwise prevent such disclosure.

4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information of the Disclosing Party, Derivatives (as further defined below) thereof, and any other materials whether created by Disclosing Party or the Receiving Party, will remain the property of Disclosing Party, and no license or other rights to Disclosing Party's Confidential Information or Derivatives is granted, or implied, hereby. For purposes of this Agreement, "Derivatives" means: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. At Disclosing Party's written request, Receiving Party will promptly destroy: (a) all Confidential Information furnished to Receiving Party by Disclosing Party, (b) all tangible media of expression in Receiving Party's possession or control to the extent that such tangible media incorporate any of Disclosing Party's Confidential Information, and (c) at the Disclosing Party's written request, confirmation of Receiving Party's compliance with Receiving Party's obligations under this sentence. Notwithstanding the foregoing, if any Confidential Information is in electronic or digital form, Receiving Party agrees to use its best commercial efforts to remove or destroy such Confidential Information from all electronic or digital storage and any other medium in which it is resident in memory; provided, however, that Receiving Party may retain a copy for archival . Any Confidential Information retained pursuant to this Section 4 will continue to be held confidential pursuant to the terms of this Agreement.

5. Disclosure of Third Party Information. Neither Party will communicate any information to the other in violation of the proprietary rights of any third party.

6. Non-Solicitation. Unless otherwise mutually agreed to in writing by the Parties, neither Party may hire or solicit the employment of any personnel, employee, customer or sub-contractor of the other either directly or indirectly, during the term of this Agreement, and for a period of twelve (12) months following termination hereof; (the "Restricted Period") provided, however, that the foregoing shall not prohibit either Party from soliciting by general solicitations that are not targeted specifically at employees of the other Party or hiring individuals who respond to such solicitations. Furthermore, neither Party shall directly or indirectly solicit or do business with the other Party's customers for whom the same or similar products or services are provided relating to the Transaction during the Restricted Period.

7. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

8. Term. This Agreement shall expire and terminate on the earlier of: (a) two (2) years from the Effective Date, or (b) such time as the Parties enter into a definitive agreement relating to a Transaction (in which case, the terms of this Agreement shall automatically expire and each Party's obligations with respect to the other's information shall be solely governed by such definitive agreement). This Agreement will not bind, or obligate the Parties to enter into a definitive agreement relating to a Transaction.

9. No Assignment. Neither Party will assign or transfer any rights or obligations under this Agreement, without the prior written consent of the other Party, which consent will not be unreasonably withheld.

10. Notices. Any notices, requests, claims and other communications hereunder ("**Notices**") shall be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be addressed to Brady at 5400-5496 Lindberg Lane, Bell CA 90201 Attn: Chief Financial Officer, and to "_____" at _____, Attn: _____.

11. Governing Law. This Agreement is governed in all respects by the laws of the State of Illinois, without regards to conflicts of law principles. Each of the Parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Cook County Illinois.

12. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

13. Waiver; Amendment; Modification. No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed by the Party against whom such waiver or consent is asserted. The waiver by either Party of, or consent of either Party to, a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other Party. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing.

14. Injunctive Relief. A breach by either Party of any of the promises or agreements contained herein may result in irreparable and continuing damage to the other Party for which there will be no adequate remedy at law, and such other Party will be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages, if appropriate) without being required to prove the inadequacy of legal damages or post any bond or other collateral. In the event of any litigation relating to this Agreement (including any appeal therefrom), the prevailing party, as determined by a court of competent jurisdiction in a final non-appealable order, shall be entitled to reimbursement by the non-prevailing party for the prevailing party's expenses of enforcing, defending, or otherwise protecting its interest hereunder, including reasonable legal fees, disbursements, court costs and other out-of-pocket costs and expenses.

15. MUTUAL WAIVER OF TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

16. Captions and Headings and Authorship. Captions and headings in this Agreement are for convenience only and will be disregarded in construing it. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted, and each Party acknowledges it has had the opportunity to freely negotiate the terms and conditions hereof.

17. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[] BRADY INDUSTRIES, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____