

TECHNICAL INFORMATION DISCLOSURE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20-- and between S.T.A.R., INC. a corporation organized under the laws of the State of Ohio, in the United States of America and having its principal place of business at 1150 Milepost Drive, Columbus, Ohio 43228, United States of America (hereinafter being referred to as "S.T.A.R.") and (company Name) _____, in the United States of America and having its principal place of business at (address) _____, (hereinafter referred to as "the Company").

WITNESSETH:

WHEREAS, S.T.A.R. is in the business of developing, manufacturing and marketing sealcoatings, known as "STAR TRITON", "STAR MICRO-PAVE", "STAR SEAL", "STAR SEAL SUPREME" and STAR AVIATOR, and other specialty products to compliment sealcoating;

WHEREAS, the parties hereto intend to enter into a technical partnership with the purpose manufacturing sealcoatings and other related products for pavement protection and preservation, research and development in order to develop materials used in the manufacture of sealcoating;

WHEREAS, S.T.A.R. being a privately held company, involved in a highly competitive business, regards all of its business information as highly confidential and takes appropriate measures to guard against the unauthorized disclosure of such information. Nevertheless, S.T.A.R. desires to extend this information for the specific purpose of a research and development opportunity for manufacturing sealcoating. S.T.A.R. agrees to disclose this information to the Company in the strict trust and confidence that the information will be used only for this purpose;

WHEREAS, The Company has agreed to review and use such confidential information solely for that purpose;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which acknowledged, the parties agree as follows:

1. No Joint Venture. The parties hereto agree that this Agreement is for the purposes of protecting proprietary information only between S.T.A.R. and the Company. This Agreement is not a joint venture or other such business arrangement; and any agreement between the parties as to joint business activity will be set forth in subsequent written agreement.

2. Definition of Proprietary Information. The term "Proprietary Information" shall include all information and data furnished by S.T.A.R. to the Company or from the Company to S.T.A.R. whether in oral, written, graphic or machine readable form, including but not limited to the Proprietary Information. Attached hereto and incorporated herewith, all designs, procedures, formulas, discoveries, inventions, improvements, concepts, and ideas, except such information and data as the parties agree in writing is not proprietary or confidential. Information made available to the general public shall not be considered to be Proprietary Information.

3. Non-Disclosure. The Company is to hold the Proprietary Information received in confidence and not to show or disclose it to any third parties. It will use reasonable means, not less than used to protect its own proprietary information, to safeguard the Proprietary Information. It shall store the proprietary information in a safe place.

4. Limitation on Access. The Company shall limit the use of and access to the proprietary information to its bona fide employees whose use or access is necessary to effect the purpose of the Agreement, and shall notify to each employee to whom disclosure is made that such disclosure is made in confidence and shall be kept in confidence, and shall enter into appropriate arrangements with its employees to protect the confidentiality of the Proprietary Information. The Company will be responsible for any use or disclosure of proprietary information by any of its employees or agents. The Company will not show or otherwise disclose the contents of the Proprietary Information to independent contractors or consultants.

5. Use of Proprietary Information. The Proprietary Information shall be used by the Company for the sole purpose of evaluating and assessing the manufacturing of sealcoating. It shall not be used in developing any similar manufacturing plant or product in competition with those that are manufactured or marketed by S.T.A.R. The Company shall not make the Proprietary

Information available for use by or for the benefit of any other party, whether or not for consideration.

6. Return of Proprietary information. The Company will return all Proprietary Information in written forms, including any copies made, summaries or notes taken, to S.T.A.R. upon request of S.T.A.R. The provisions of sections 2, 3, 4, and 5 of this Agreement shall survive any termination.

7. Injunctive Relief. Company acknowledges that S.T.A.R. will be irreparably harmed if the Company's obligations under this Agreement are not specifically enforced and that S.T.A.R. would not have an adequate remedy at law in the event of an actual or threatened violation by the Company of its obligations. Therefore, the Company agrees that S.T.A.R. shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breaches by the Company, its employees or agents, without the necessity of S.T.A.R. showing actual damages or that monetary damages would not afford an adequate remedy. In the event that S.T.A.R. is required to initiate legal action seeking injunctive relief and damages and is successful in said action, the Company shall be liable for the costs of S.T.A.R.'s legal fee and related costs in enforcing this provision.

8. Agreement Cannot Be Assigned. This Agreement may not be assigned by the Company. The obligations of the Company under this Agreement shall not terminate upon any attempted assignment.

9. Governing Law and Venue. This Agreement shall be governed by and construed in with the laws of the State Of Ohio without reference to the principles of conflict of laws. Suit under this Agreement shall only be brought in a court of competent jurisdiction in the State Of Ohio.

10. Severability. If any part, term or provision of this Agreement, shall be held illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

11. Entire Agreement. This Agreement contained the entire understanding of the parties with respect to the subject matter hereof and with respect to the matter contained herein and supersedes all prior agreements or understandings. This agreement shall not be modified except in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives with full rights, power and authority to enter into and perform this Agreement.

Attest:

S.T.A.R., INC.

LICENSEE COAMPANY

_____, Date _____

_____, Date _____

Girish C. Dubey, _____ President

_____, President
(Print Name)

Witness:

Witness:

Attest: _____ Date _____
(Signature)

Attest: _____ Date _____
(Signature)

(Print Name)

(Print Name)