

NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** (the "Agreement") is made as of February 02, 2012, by and between **CBOL Corporation**, a California corporation located at 8944 Mason Ave., Chatsworth, CA 91311 ("**CBOL**") and _____ (the "Company") located at _____

A. Confidential Information

CBOL and the Company understand and agree that, for the purposes of facilitating discussions regarding potential business arrangements between them, either party may receive and/or otherwise acquire Confidential Information (as hereinafter defined) from the other party. CBOL and the Company are only willing to engage in these discussions if both parties agree to be bound by the terms and conditions set forth herein regarding the use and treatment of the Confidential Information. CBOL and the Company understand and acknowledge that each other's business and success depends upon the use and protection of the Confidential Information. The parties further understand and acknowledge that the Confidential Information constitutes a special, valuable and unique asset of each party, which may not be generally and publicly known and which has commercial value.

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Certain Definitions. The following words as used in this Agreement shall have the following meanings:

1.1 "Confidential Information" shall mean and include any of CBOL's or the Company's information which is furnished or otherwise acquired by the other party or its Representatives (as hereinafter defined), whether furnished or acquired before or after the date hereof and, subject to the provisions of the last paragraph of this Section, regardless of the manner in which it is furnished or acquired. Without limiting the generality of the foregoing, Confidential Information includes all business, financial, or technical related information, regardless of the form or manner in which it is maintained. For purposes of this Agreement, all information concerning, or furnished by or through the parties and/or their Representatives shall be presumed to be Confidential Information, regardless of the presence or absence of any legends or marks as to confidentiality placed thereon. The parties agree that the confidential obligations will survive the termination of this Agreement.

Confidential Information does not include, however, information which (a) is or becomes generally available to the public other than as a result of disclosure by a party, (b) was available to the party on a non-confidential basis prior to its disclosure by the other party or its Representatives, (c) becomes available from a Person other than the party who is not otherwise known upon due inquiry to be legally bound not to disclose such information, (d) is independently developed by a party without the use of the Confidential Information, or (e) was already lawfully in the possession of a party as evidenced by records kept in the ordinary course of business or by proof of actual prior possession.

1.2 The term "Person" shall mean any individual, corporation, partnership, trust or other entity. The term "Representatives" shall mean all directors, officers, employees, agents, advisors, attorneys, accountants, representatives or affiliates of a Person.

2. Use of Confidential Information; Requests for Disclosure.

2.1 Limited Purpose; Nondisclosure; Ownership. The parties agree that the Confidential Information is confidential and proprietary and will be used solely by CBOL and the Company for the purpose of facilitating discussions between them regarding potential business arrangements. The parties agree that they shall not use or allow the use of any of the Confidential Information furnished to it for any other purpose and agree not to disclose or reveal any of it in any manner whatsoever to any Person without the express written permission of the other party. Without limiting the generality of the foregoing, the parties shall not misappropriate the Confidential Information or use or allow any other Person to use the Confidential Information for any competitive or commercial purpose. The parties shall take whatever steps are necessary to protect the Confidential Information furnished to it, including, without limitation, (a) steps necessary to maintain the Confidential Information in a safe place and in a manner that protects its confidential and proprietary nature, (b) insuring that only the parties or their Representatives who are directly involved in the discussions possess or acquire such Confidential Information, and (c) instructing each Representative of the party who acquires any Confidential Information that they are bound by the terms and conditions of this Agreement. Each party shall be responsible for any violation of the terms and conditions of this Agreement by its Representatives. The parties acknowledge and agree that the other party does not now have and will not hereafter acquire any ownership rights or interests in any of the Confidential Information without the express written permission of the other party.

2.2 Requests for Disclosure. In the event that a party is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the party agrees to promptly notify the other of such request(s) or requirement(s) before any disclosure is made so that the other party may consider seeking a protective order or other appropriate remedy or waive compliance with the terms of this Agreement. In the event that such protective order or other appropriate remedy is not obtained, or that the party waives compliance with the provisions hereof, the parties agree to (a) furnish only that portion of the Confidential Information which, as advised by written opinion of counsel, is legally required, (b) give the other party advance written notice of the information to be disclosed as far in advance of its disclosure as is practical, and (c) exercise its best efforts to obtain assurance that the Confidential Information will be treated confidentially upon disclosure.

2.3 Return of Confidential Information. The parties agree to promptly return the Confidential Information upon the request of the other party, including any notes or memos relating thereto, and all copies or parts in the party's custody, possession or control or in the custody, possession or control of any other Person to whom the party may have provided the Confidential Information.

3. Specific Performance; Attorneys Fees; Jurisdiction.

3.1 Specific Performance. Any breach or threatened breach of the terms of this Agreement by either party will cause irreparable harm to the other party, the amount of which may be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages may not be a sufficient remedy for any such breach or threatened breach and that the injured party shall be entitled to specific performance and injunctive relief as additional remedies for any such breach or threatened breach. The parties further agree to waive and hereby waive any requirement for security or the posting of any bond in connection with such remedies. Such remedies shall not be deemed to be the exclusive remedies for any such breach or threatened breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

3.2 Attorneys' Fees. In the event of action, suit or other proceeding ("Action") relating to this Agreement, the prevailing party shall be entitled to recover as part of such Action its reasonable legal fees and costs incurred in connection with such Action (including any appeals) in addition to any other relief to which it is entitled.

3.3 Jurisdiction. The parties hereto mutually consent to the jurisdiction of the courts of the State of California and of the United States District Court for the Central District of California, and agree that any process directed to either of them in any Action involving this Agreement may be served outside the State of California with the same force and effect as if service had been made within the State of California.

4. Miscellaneous.

4.1 This Agreement shall be governed by, and construed and enforced in accordance with THE LAWS OF THE STATE OF CALIFORNIA. This Agreement shall contain all of the agreements of CBOL and the Company with regard to the subject matter hereof, and supersedes all prior agreements, understandings and negotiations, whether written or oral. This Agreement may not be modified or amended except by an instrument in writing duly executed by CBOL and the Company. No waiver shall be valid unless in writing and signed by the party to be charged, and then only to the extent therein specified. No waiver by either party of a right or remedy under this Agreement or under applicable law shall constitute a waiver, express or implied, of any other right or remedy of such party.

4.2 In the event that all or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion of a provision shall be severed from the other provisions of this Agreement and all remaining provisions shall be valid and enforceable to the fullest extent permitted by law. A facsimile execution copy of this Agreement shall be binding and have the same force and effect as the original of this Agreement.

CBOL Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____