

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2015 (the “**Effective Date**”), by and between _____, a _____, having its principal place of business at _____ (“**Vendor**”), and LiION, LLC., a Nevada limited liability corporation, having its principal place of business at 120 Prairie Lake Rd, Suite 1, East Dundee, IL 60118 (“**Company**”).

WHEREAS, each party desires to provide and to receive information that may be considered confidential or proprietary; and

WHEREAS, prior to providing such information, each party requires a Non-Disclosure Agreement from the other party;

NOW, THEREFORE, to ensure protection of such information and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. As used in this Agreement:

(a) “**Affiliates**” means entities controlling, controlled by or under common control with Vendor or with Company.

(b) “**Confidential Information**” means: (1) any information, whether tangible or intangible, in written or in machine readable form that is marked or designated in writing as “Proprietary” or “Confidential” at the time of disclosure; (2) any information disclosed orally or visually to Receiving Party, provided that such information is orally identified as “Confidential” or “Proprietary” prior to or at the time of its disclosure, (3) any information derived or extracted from information provided to Receiving Party that Receiving Party reasonably should conclude was intended to be confidential, or (4) any information that is considered a trade secret and not expressly released to Receiving Party by Disclosing Party.

(c) “**Disclosing Party**” means the party disclosing the Confidential Information.

(d) “**Receiving Party**” means the party receiving the Confidential Information.

(e) “**Purpose**” means (1) discussing, assessing or evaluating a party’s interest in establishing or furthering a current or future business relationship between the parties; and (2) to the extent this Agreement is incorporated by reference into any other agreement between the parties, achieving the objectives of that agreement.

2. Use of Confidential Information.

(a) Receiving Party agrees that it will only use Disclosing Party's Confidential Information to the extent necessary for the Purpose.

(b) Except as provided in this Agreement, Receiving Party shall not intentionally disclose to any other person, firm or corporation or use for its own benefit any Confidential Information it receives from Disclosing Party.

(c) Receiving Party may disclose the Confidential Information to the employees, officers, directors, and Affiliates of Receiving Party who need to know such Confidential Information in connection with the Purpose and who receive such information subject to the same or comparable restrictions as are contained in this Agreement as evidenced by a signed non-disclosure agreement or equivalent. Disclosure of the Confidential Information to outside agents and affiliates other than Receiving Party must be agreed upon by the Disclosing Party in writing..

(d) Each party shall use at least the same degree of care, but in no event less than reasonable care, to avoid inadvertent disclosure or unpermitted use of the other party's Confidential Information which it employs with respect to its own proprietary or confidential information of a similar nature which it does not wish to have disseminated, published or disclosed.

(e) This Agreement shall not be construed to bind or impose obligations upon any other division, subsidiaries or business units of Receiving Party or its Affiliates, except for any such divisions, subsidiaries, business units or Affiliates that have access to the Confidential Information in accordance with the terms of this Agreement.

3. Inapplicability of Restrictions. There shall be no restrictions under this Agreement with respect to any portion of the Confidential Information which:

(a) is known to Receiving Party or its Affiliates at the time of its disclosure without breach of this Agreement.

(b) is or becomes publicly known through no wrongful act of Receiving Party or its Affiliates.

(d) is independently developed by Receiving Party without breach of the restrictions contained in this Agreement.

(e) is furnished to any third party by Disclosing Party without a similar restriction on the third party's rights.

(f) is approved for release by Disclosing Party.

(g) is requested or required to be disclosed by court order, government agency action or other legal process. In such event, Receiving Party shall, to the extent permissible under applicable law, notify Disclosing Party of any such request in sufficient time to enable Disclosing Party to contest or prevent such disclosure or seek entry of an appropriate protective order. Receiving Party shall cooperate with the Disclosing Party, at Disclosing Party's expense, in seeking to protect the Confidential Information.

4. Ownership. All Confidential Information disclosed pursuant to this Agreement is and shall remain the property of Disclosing Party. Receiving Party shall not alter or remove any confidentiality or proprietary marking on the Confidential Information and, subject to the foregoing, may make such limited number of copies of Disclosing Party's Confidential Information to the extent necessary to achieve the Purpose. Within 15 days of written request from Disclosing Party, Receiving Party shall promptly return Disclosing Party's Confidential Information and all copies thereof to Disclosing Party or destroy Disclosing Party's Confidential Information, including all copies thereof, purge its computer systems of such Confidential Information and certify such destruction in writing signed by a duly authorized representative. Notwithstanding the foregoing, Receiving Party may retain one copy in a confidential file for archival purposes.

5. No License or Other Rights. No license or other rights under any patent, copyright, trademark or trade secret are granted or implied by this Agreement. Neither this Agreement nor the disclosure or receipt of Confidential Information shall be construed to create any obligation of a party to enter into any agreement or relationship with the other party or to purchase from or provide to the other party any service or product. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

6. Notices. Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization or other information is proper or required to be given by either party, such notice, consent, approval, authorization or other information shall be in writing and shall be given or made by facsimile, by reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested, and with all postage prepaid, addressed as follows:

If to Company, to: LiION LLC
120 Prairie Lake Rd
East Dundee, IL 60118
Attention: Gary Gray

If to Vendor, to: _____

Attention: _____

Either party may change the person to whom notices shall be sent or its notice address by notice given in accordance with this section. Notice shall be deemed received on the date of receipt or

the date on which receipt is refused. In the event notice is given by facsimile, a copy of such facsimile shall be sent to the recipient thereof in accordance with the provisions hereof (other than by facsimile) within two days after such facsimile was transmitted.

7. Other.

(a) The term of this Agreement shall commence on the Effective Date and shall expire three years' thereafter, unless earlier terminated by either party upon at least ten days' prior notice to the other party. The restrictions and obligations set forth in this Agreement shall survive any expiration or termination for five years from the date of such expiration or termination with respect to Confidential Information disclosed under this Agreement prior to the date of such expiration or termination.

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, IN CONTRACT, IN TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND RELATING TO OR IN CONNECTION WITH SUCH PARTY'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(c) This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois without regard to principles of conflicts of law.

(d) HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVE ALL RIGHTS TO TRIAL BY JURY AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE.

(e) Neither party shall export, directly or indirectly, any Confidential Information received under this Agreement or any product that utilizes such Confidential Information to any country or to any foreign national for which governmental authorization is required, without first obtaining such authorization.

(f) This Agreement shall be binding upon the parties, their successors and assigns. Neither party shall assign this Agreement or any Confidential Information received from the other party pursuant to this Agreement without the other party's prior written consent.

(g) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the parties.

(h) The relationship between the parties is that of independent contractors. This Agreement does not establish a joint venture, agency or partnership between the parties, nor does it create an employer-employee relationship. Neither party shall have any authority or power to bind the other party, to create a liability against the other party, to

incur any obligations on behalf of the other party or to represent that the other party is in any way responsible for it. Neither party shall hold itself out as having any such authority.

(i) No waiver of, or the failure of either party to require strict compliance with, any provision of this Agreement in any respect shall be deemed to be a waiver of such party's right to insist upon strict compliance with such provision or with all other provisions of this Agreement. No waiver by either party of any breach or default of this Agreement shall constitute a waiver of any other or subsequent breach or default. No waiver shall be binding unless executed in writing by the party against whom the waiver is sought to be enforced.

(j) Each party acknowledges that it has had the opportunity to have legal counsel review this Agreement and to negotiate its terms and conditions. Should any questions of construction or interpretation of this Agreement arise, the parties agree that no presumption shall be applied against the party drafting this Agreement or any portion thereof and that the language of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against either party.

(k) This Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronically shall be constitute delivery of a manually executed counterpart of this Agreement and shall have the same force and effect as a document bearing original signatures.

(l) Each party to this Agreement represents that the individual executing this Agreement on its behalf is duly authorized to bind such party to this Agreement according to its terms.

Company Name:

LiION LLC

By: _____

By: _____

Name: _____

Name: Gary Gray

(print please)

Title: _____

Title: CEO and President