

**FALL PROTECTION SYSTEMS**  
**LEAD GENERATION INCENTIVE PROGRAM**

WELCOME to Fall Protection Systems' Lead Generation Incentive Program ("Program"). FPS is partnering with selected firms ("Firms") to participate in the Program. The Program is designed to monetarily reward Firms in the generation of leads to FPS that culminates into orders. The Program compensates the Firms as follows:

- 1) Two-hundred fifty dollars (\$250) will be paid to the Firm upon the placement of a qualified FPS order of value between \$10,000 - \$20,000,
- 2) Five-hundred dollars (\$500) will be paid to the Firm upon the placement of a qualified FPS order of value between \$20,001 - \$75,000,
- 3) One Thousand dollars (\$1,000) will be paid to the Firm upon the placement of a qualified FPS order of value between \$75,001 - \$300,000, or
- 4) For qualified FPS' orders in excess of \$300,000 please contact an FPS representative for discussion of the monetary reward.

The incentives will be paid to the participating Firms upon FPS' confirmation of the potential customer, final value of the project and FPS' acceptance of the order.

As a participant in the program, a selected Firm may acquire certain confidential information of FPS' operations. As such, a selected Firm must execute this agreement to protect the confidential information.

Additionally, the selected Firms agree that they are acting in the capacity of an independent contractor and they are in no manner, whatsoever, an employee and/or agent of FPS. A selected Firm cannot contractually bind FPS in any manner whatsoever nor represent to any third party that the Firm is an agent of FPS.

FPS has invested considerable capital, time and effort in establishing a proprietary position with respect to fall protection systems and other products and has confidential and proprietary information relating thereto;

In the course of Firm's discussion with FPS, the Firm may have access to certain confidential or proprietary information pertaining to fall protection systems or other products or to the business affairs of FPS.

A Firm may only participate in the Program if the Firm will protect FPS's confidential and proprietary information.

In consideration of the mutual covenants and conditions herein contained, and the association with FPS; the Firm agrees as follows:

Definition of Confidential Information

“Confidential Information” shall mean information relating to fall protection systems or other products or the business affairs of FPS of a proprietary or confidential nature, whether communicated orally or in writing, including by way of illustration and not limitation, (i) information concerning research and development activities, (ii) manufacturing and processing techniques and know-how, (iii) software, firmware and computer programs and elements of design relating thereto (including, for example, programming techniques, algorithms, inference structures and the construction of knowledge bases), (iv) designs, drawings and formulae, (v) cost, profit and market information, (vi) financial and other business information with respect to FPS that FPS has not made publicly available, (vii) customer business information, including products of FPS ordered, prices and delivery schedules, and (viii) any information disclosed to FPS by any third party which FPS has agreed, or is otherwise obligated, to treat as confidential or proprietary.

Exclusions

Firm, however, shall have no liability to FPS, under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

- (a) Has become generally known or available to the public without breach of this Agreement by the Firm;
  - (b) Was known by the Firm before receiving such information from FPS;
  - (c) Has become known by or available to Firm from a source other than FPS, without any breach of any obligation of confidentiality owed to FPS;
  - (d) Has been independently developed by the Firm without use of or reference to the Confidential Information by persons who had no access to the Confidential Information;
- or
- (e) Has been approved for release or use by written authorization of FPS.

### Obligations of Firm

The Firm acknowledges that irreparable injury and damage will result from disclosure to third parties, or utilization for purposes other than those connected with the proposed business relationship, of any of the Confidential Information. Firm agrees:

- (a) To hold the Confidential Information in strict confidence;
- (b) Not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by FPS in writing;
- (c) To use all reasonable precautions, consistent with the Firm's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information;
- (d) Not to make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by FPS to Firm except such as are necessary for Firm's internal communications in connection with the Business Purpose; and
- (e) Not to use any Confidential Information for any purpose other than the Business Purpose.

### Return of Confidential Information

Firm shall return all written material, photographs and all other documentation made available or supplied by FPS to Firm, and all copies and reproductions thereof, on request.

### Retention of Legal Rights

FPS retains all rights and remedies afforded it under the patent and other laws of the United States and the States thereof, including without limitation any laws designed to protect proprietary or confidential information.

### Injunctive Relief

Firm acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to FPS. Accordingly, the Firm agrees that FPS will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties and merges all prior discussions between them as to Confidential Information. Neither party may be bound by any definition, condition, representation or waiver other than as expressly stated in this Agreement or as subsequently set forth in writing signed by the parties hereto.

Governing Law

This Agreement shall be governed by the laws of the State of Missouri.

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2013.

Fall Protection Systems Corp

BY: \_\_\_\_\_

Firm

BY: \_\_\_\_\_