

**Global Resource Corp.**  
**Confidentiality and Non-Disclosure Agreement**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010 (“the Effective Date”) by and between Global Resource Corp. (hereinafter “GBRC” or “Disclosing Party”) and, \_\_\_\_\_ (“Recipient”);

**FOR AND IN CONSIDERATION** of the disclosure by GBRC to one or more representatives of Recipient of confidential and information owned by and/or relating to GBRC (“**Information**”) which is to be presented to, shown to and/or explained to Recipient orally, in writing and/or by demonstration or by prototype model(s), Recipient, intending to be legally bound, accepts and receives such Information in confidence and trust, subject to the following terms and conditions: (Recipient includes the officers, directors and employees of Recipient.)

1. As used herein, Information includes, but is not limited to, all information, whether in oral, written, graphic, electronic or other form, disclosed by GBRC to the Receiving Party. In particular, Information includes, without limitation, any trade secrets, confidential information, ideas, inventions or research and development information; technology; notes, products, know-how, engineering or other data or work-in-process; planning or marketing procedures, strategies or information; accounting, financial or pricing procedures or information, budgets or projections, or personnel or salary structure/compensation information; lists or information regarding suppliers, clients, customers, employees, contractors, investors or investigators of GBRC and/or any of its subsidiaries, subdivisions, parent companies or affiliates (“**Affiliates**”); information which has been designated in writing as confidential; programs, procedures (including operating procedures), processes, methods, guidelines, policies, proposals or contracts; computer software, data bases or programming; and any other information which, if divulged to a third party, could have an adverse impact on GBRC and/or any of its Affiliates, or on any third party to which it or they owe a confidentiality obligation. In addition, “**Information**” includes any of the foregoing relating to the past, present or future operations, organization, projects, finances, business interests, methodology or affairs of any third party to which GBRC and/or any of its Affiliates owes a duty of confidentiality including, without limitation, the mere fact that the Disclosing Party and/or any of its Affiliates is or may be working with or for any client. The nature, scope, type and quantity of the Information to be disclosed or provided shall be in the sole discretion of the Discloser.

2. GBRC discloses such Information to Recipient only for the purpose of facilitating communication between GBRC and Recipient concerning a possible business relationship or investment and to enable Recipient to determine the desirability of entering into such a relationship. Each Receiving Party shall use the Disclosing Party’s Proprietary Information solely for the purposes of evaluating such Information. Receiving Party shall not make any other use of GBRC’s Information without specific written authorization.

3. Recipient shall keep confidential and not disclose, divulge, provide, or make accessible to any person, firm or company (including any contractor or consultant of Recipient) any of the Information except as expressly authorized in writing by GBRC. Recipient shall not

copy any Information in any manner inconsistent with this Agreement. Information shall be provided only to those officers, directors and employees of Recipient who have a need to receive Information for the purpose of carrying out the Purpose of this Agreement. Recipient shall inform each of its officers, directors and employees to whom Information is provided of the existence of this Agreement and their obligations hereunder.

4. Recipient shall not use such Information for any purpose except in accordance with (2) above, or in accordance with any formal agreement that might result from such negotiations.

5. Nothing herein contained shall deprive Recipient of the right to use and to disclose any Information that the Recipient demonstrates: (a) has become publicly known through no wrongful act or breach of obligation of confidentiality; (b) was in the lawful knowledge of Recipient prior to the time of disclosure hereunder; (c) was rightfully received from a third party without breach of any obligation of confidentiality by such third party; or (d) was independently obtained or developed by the Recipient free from any obligation of confidentiality under this Agreement.

6. It is mutually understood that nothing herein shall be construed as granting or implying any right under any letters Patent or to use any invention covered thereby, or as granting or implying any right to trademarks, copyrights, or to use any of Discloser's Information except as expressly set forth herein, or as permitting Recipient to unfairly obtain the right to use Information which becomes publicly known through an improper act or omission on its part.

7. Recipient shall promptly return to Discloser all Information and copies thereof upon Discloser's request, and in any event, no later than 60 days following any expiration or termination of this Agreement.

8. Discloser makes no representations or warranty as to the accuracy or completeness of the Information.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to provisions of conflicts of law. Recipient expressly submits to the jurisdiction of the State and Federal courts of New Jersey for all disputes arising hereunder.

10. This Agreement contains the final, complete and exclusive agreement of the parties relative to confidentiality, and replaces and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may be amended or modified only by a written instrument executed by a duly authorized officer of each party, and shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. To the extent any provision of this Agreement or the application thereof is found by a proper authority to be invalid or unenforceable, it shall be considered deleted herefrom, and the remainder of this Agreement shall continue in full force and effect.

11. Recipient acknowledges and agrees that in the event of any breach of this Agreement, GBRC shall be entitled to seek specific performance and injunctive relief as remedies therefore, as well as all other remedies available at law or in equity including, but not limited to any damages which result from such breach.

12. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any photocopy or facsimile of this Agreement, or of any counterpart, shall be deemed the equivalent of an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers as of the date first above written.

**RECIPIENT:**

**Global Resource Corp.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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