1 **Confidentiality - Non-Disclosure Agreement (NDA)** 2 3 It is understood and agreed to that the DeltaFlex (Discloser) and the (Recipient) would like to exchange certain information that may be considered confidential. To ensure 4 5 the protection of such information and in consideration of the agreement to exchange said 6 information, the parties agree as follows: 7 8 1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential 9 Information") can be described as but not limited to and includes: 10 11 Technical and business information relating to Discloser's proprietary ideas, patentable ideas 12 copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, 13 14 finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as 15 16 "Confidential Information" at the time of its disclosure. In addition to the above, Confidential Information shall also include, and the Recipient shall 17 have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by 18 19 Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as 20 confidential at the time of disclosure and is also summarized and designated as confidential in 21 a written memorandum delivered to Recipient within thirty (30) days of the disclosure. 22 23 24 Recipient shall use the Confidential Information only for the purpose of evaluating potential 2. 25 business and investment relationships with Discloser. 26 3. Recipient shall limit disclosure of Confidential Information within its own organization to its 27 directors, officers, partners, members and/or employees having a need to know and shall not 28 29 disclose Confidential Information to any third party (whether an individual, corporation, or 30 other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with 31 these confidentiality obligations by its employees, agents, consultants and others who are 32 permitted access to or use of the Confidential Information. 33 34 4. This Agreement imposes no obligation upon Recipient with respect to any Confidential 35 Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or 36 37 becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is 38

by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.

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5. Discloser warrants that he/she has the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2.

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- Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
- 7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
 - 8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
 - 9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
 - 10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Wisconsin, U.S.A. In the event that this agreement is breeched, any and all disputes must be settled in a court of competent jurisdiction in the State of Wisconsin, U.S.A.
 - 11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
- WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.
 - Recipient of Confidential Information: 92 Discloser of Confidential Information: Name: 93 Name: 94 Title: Company: Title: Company: Delta Flexible Products, Inc. (DeltaFlex) 1515 16th Street Address: 96 Address: Racine, WI 53403 City, State & Zip: City, State & Zip: Signature Signature