



MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (“*Agreement*”) is entered into as of _____ (“*Effective Date*”) by and between Hydro Extrusion USA, LLC, a Delaware limited liability company with its principal office located at 6250 N. River Road, Suite 5000, Rosemont, Illinois 60018 (“*Hydro*”) and _____, a _____ with its principal office located at _____ (“*Company*”). In order to explore the possibility of doing business together, the parties may disclose certain information to each other on the condition that the information is kept confidential in accordance with this Agreement.

1. The term “*Confidential Information*” shall mean all non-public and proprietary technological, business, marketing, financial and other information, whether communicated in writing, verbally, visually or by electronic means, and whether disclosed prior to or after the execution of this Agreement. “*Confidential Information*” shall include any reports, notes, memoranda, analyses or other information developed by the receiving party based on the disclosing party’s Confidential Information, but shall not include information that: (a) has come into the public domain through no fault of the receiving party; (b) was lawfully disclosed to the receiving party by a third party not otherwise bound by a duty of confidentiality; (c) was independently developed by the receiving party not otherwise in breach of this Agreement; or (d) was rightfully known by the receiving party prior to entering into this Agreement.

2. The receiving party shall keep confidential and not disclose the disclosing party’s Confidential Information to anyone other than its employees and dedicated sales representatives, as well as those of its parent, subsidiaries and affiliates, who have a legitimate need to know the Confidential Information unless: (a) it obtains the prior written consent of the disclosing party; (b) such disclosure is necessary to enforce a party’s rights under this Agreement; or (c) such disclosure is required by applicable law or by legal, judicial, administrative or regulatory process, provided that the receiving party, to the extent not prohibited by applicable law or the authority with jurisdiction over such process, promptly notifies the disclosing party so that it may, if it so elects, seek a protective order or other appropriate relief. Under the circumstances described in clause (c), the receiving party shall, at the disclosing party’s expense, if requested by the disclosing party, reasonably cooperate with and assist the disclosing party in obtaining relief and in limiting any required disclosures. This Agreement will automatically expire three (3) years from the Effective Date. The parties’ obligations under this Agreement shall extend beyond the expiration of this Agreement for a period of two (2) years, provided that the obligations for any trade secrets shall survive until their expiration.

3. The receiving party shall only utilize the disclosing party’s Confidential Information for conducting business with the disclosing party and under no circumstances for its own direct or indirect benefit, whether involving its products, processes or otherwise. All rights in and to any Confidential Information shall remain the property of the disclosing party and nothing in this Agreement shall be construed to: (a) transfer any intellectual property rights; (b) form a partnership, joint venture or other entity; or (c) create a license to use any Confidential Information, except as expressly provided in this Agreement.

4. As soon as reasonably practicable following receipt of written notice from the disclosing party, the receiving party shall (a) return the disclosing party’s Confidential Information or (b) destroy the disclosing party’s Confidential Information and send written confirmation of such destruction to the disclosing party. If a party breaches this Agreement, the non-breaching party may seek all legal and equitable remedies available including, without limitation, specific performance or other injunctive relief, all without the need to post a bond or prove damages.

5. All notices under this Agreement shall be in writing and shall be deemed to have been duly delivered if sent by nationally recognized commercial overnight courier addressed to the parties as provided above or such other address as a party may designate in a written notice.

6. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without regard to conflict of law principles. If anything in this Agreement is held invalid, the invalid portion shall be severable from, and shall not in any way affect, the remainder of this Agreement. This Agreement constitutes the entire agreement between the parties relating to the specific subject matter hereof and any prior agreements, whether verbal or written, have been superseded, merged and integrated into this Agreement. Any modifications or amendments to this Agreement may only be made by a mutually executed written amendment. No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver. Each party represents and warrants to the other that it has full right and power to enter into and to perform the obligations of this Agreement and that the individual signing this Agreement on its behalf is duly authorized. Neither party may assign this Agreement without the prior written consent of the remaining party. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute the same instrument. In addition, this Agreement may be executed via electronic signatures, which shall be effective as original signatures and valid and binding for all purposes.

7. Each party who is a resident of Québec agrees that it is such party’s desire that this Agreement, along with all other documents relating thereto, be written in the English language only. *Chaque client résident du Québec a qu’il est de sa volonté que les présentes, de même que toutes les ententes et tous les autres documents s’y rattachant, soient rédigés en anglais seulement.*

Hydro Extrusion USA, LLC

By: _____
 Printed Name: _____
 Title: _____

Company

By: _____
 Printed Name: _____
 Title: _____