

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of _____, 2018, by and between Selling Company, an Illinois company (the "Company"), and _____ ("Recipient").

WHEREAS, the Company has certain proprietary Information (as that term is defined below) pertaining to its operations, business, plans and products which the Company considers to be secret and confidential and which constitutes a valuable commercial asset of the Company; and

WHEREAS, the Company is willing, subject to the terms and conditions of this Agreement, to disclose such of its Information to Recipient as is necessary for certain purposes, as identified herein, and the Company would not be willing to disclose such Information to Recipient unless the parties enter into this Agreement.

NOW, THEREFORE, in consideration of the disclosure of such Information by the Company to Recipient, and the covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term "Information" as used herein shall mean, by way of example but not by way of limitation: designs; drawings; bills of materials; blueprints; devices; machinery; software and computer programs; specifications; business, marketing and product plans and strategies; projections; customer and prospective customer lists and information; supplier and potential supplier lists and information; financial, employment, economic, strategic and other business information and records; processes; techniques; expertise; dimensional data; prototypes; selections of materials and components; research and development information; technological developments; information regarding existing and future products and components; and product improvements and modifications, in each case whether or not patentable or susceptible to any other form of legal protection; and other similar information, items, documents and materials.

2. The term "Confidential Information" as used herein means all Information owned, controlled, held or licensed by the Company that is or has been furnished or made available to, or otherwise acquired or obtained by, Recipient or any of its employees, officers, directors, agents or affiliates, whether in writing (including via electronic or magnetic media), orally, or by observation or overhearing, whether obtained during visit(s) to the Company facility(ies) or by any other means, and whether or not in human-readable or machine-readable form, subject to the following exceptions: Confidential Information shall not include any Information that Recipient can demonstrate by clear and convincing documentary evidence (i) is or has become public knowledge, whether by publication or otherwise, through no act, omission or fault of Recipient or any of its employees, officers, directors, agents or affiliates; or (ii) is disclosed to Recipient by a third party who is in lawful, rightful possession of the Information and who has the legal right to make disclosure thereof without confidentiality restrictions. The terms and conditions of this Agreement shall also constitute "Confidential Information".

3. Recipient agrees that:

(a) it shall not make any use whatsoever of the Confidential Information except to accomplish one or both of the following purposes: (i) to evaluate potential joint business opportunity(ies) between the Company and Recipient; or (ii) to perform its obligations under any written agreement that may be entered into between the Company and Recipient after the date of this Agreement;

(b) it shall not use, or induce or permit others to use, any of the Confidential Information for any purpose whatsoever except those purposes identified in Section 3(a); nor at any time misappropriate any Confidential Information; nor at any time, directly or indirectly, print, copy or otherwise reproduce, in whole or in part, any of the Confidential Information, without the prior written consent of the Company; nor shall Recipient disclose, transfer or reveal any of the Confidential Information to any person or entity except those of its employees with a definable need to know same in order to allow Recipient to accomplish one of the purposes identified in Section 3(a);

(c) all third parties to whom it discloses or reveals any of the Confidential Information, whether disclosed or revealed in compliance with or in breach of this Agreement, shall be bound by the terms of, and be liable under, this Agreement, and that Recipient shall be liable for any and all breaches of this Agreement by any such third parties;

(d) it shall keep all Confidential Information strictly secret and confidential, and to that end, without limiting the

generality of the foregoing, it shall cause all documents or materials incorporating, referring to or containing such Confidential Information to be plainly marked to indicate the secret and confidential nature thereof and prevent unauthorized use or reproduction of either Confidential Information or documents or materials incorporating, referring to or containing the same;

(e) it shall, within five (5) days after the Confidential Information is no longer needed to allow Recipient to accomplish one of the purposes identified in Section 3(a), or if sooner, upon request by the Company, return to the Company or destroy all Confidential Information, all documents or materials incorporating, referring to or containing any Confidential Information, and all copies of the foregoing, and not retain any copies of the foregoing, and that if Recipient chooses to destroy any such Confidential Information, documents, materials or copies, it shall certify such destruction in writing to the Company;

(f) The Company (or as applicable, the Company's licensor) is, shall be and shall remain the sole and exclusive owner of the Confidential Information, and Recipient shall not take any action that is inconsistent with the Company's (or as applicable, the Company's licensor's) sole and exclusive ownership of the Confidential Information; and

(g) Recipient shall not disassemble, decompile or otherwise reverse-engineer any of the Confidential Information.

4. Any act or omission by any employee, officer, director, agent or affiliate of Recipient that, if committed by Recipient, would constitute a breach of this Agreement, shall be deemed to be a breach of this Agreement by Recipient for which Recipient shall be responsible. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by Recipient, that any breach of this Agreement would cause the Company irreparable harm, and that the Company shall be entitled to equitable relief, including without limitation injunction and specific performance, as a remedy for any such breach or threatened breach of this Agreement, in addition to remedies at law.

5. The Company does not make any warranty as to the accuracy or completeness of any of its Confidential Information. Nothing in this Agreement shall be understood as requiring either party to purchase or supply any information, goods, materials or other product or service, and nothing in this Agreement shall be understood as requiring the parties hereto to enter into any subsequent agreements.

6. Nothing in this Agreement shall be understood to provide the Recipient with any right or license, express or implied, in or relating to the Confidential Information, except that Recipient may use such Confidential Information solely for the purposes expressly specified in Section 3(a) above, subject to the provisions herein.

7. No statements, understandings or agreements, whether oral or written, made prior to or at the signing hereof, shall vary or modify the written terms set forth in this Agreement. This Agreement may be amended only in a writing signed by authorized representatives of both the Company and Recipient.

8. The covenants, restrictions and obligations set forth in Section 3 of this Agreement shall, with respect to all Confidential Information that constitutes a "trade secret" under applicable law, be perpetual, and, with respect to all other Confidential Information, be effective until the later of (i) the date that is one (1) year after the last of any other written agreements entered into between the Company and Recipient expires or is terminated, or (ii) the date that is three (3) years after the date of this Agreement.

9. This Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, U.S.A., without regard to its provisions pertaining to conflicts of laws. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable, such clause or provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement is executed in English only. Any translation of this Agreement in any language other than English shall be for reference purposes only and shall not be legally binding. Recipient hereby consents to the exclusive jurisdiction of any state or federal court situated in the State of Illinois, U.S.A., and waives any objection based on lack of personal jurisdiction, improper venue or *forum non conveniens*, with regard to any actions, claims, disputes or proceedings relating to this Agreement or any Confidential Information; this provision shall not, however, affect or limit the Company's right to bring proceedings against Recipient or its property or assets in the competent courts of any other jurisdiction(s).

10. The parties do/do not (**strike one**) anticipate that confidential information will be available to the Company from Recipient. To the extent that such information is made available, this Agreement shall be interpreted as mutually binding and enforceable.

11. This Agreement shall become effective as of the date first set forth above. The execution of this Agreement by the signatories below on behalf of the respective parties has been duly authorized by those parties.

("Recipient")

By: _____

Name: _____

Title: _____

The Company

By: _____

Name: _____

Title: _____