



## **CONFIDENTIAL DISCLOSURE AGREEMENT**

The following agreement is entered into between COMPANY having offices at CITY, STATE, and Brookdale Plastics, Inc. (hereinafter referred to as BPI) having offices at Plymouth, Minnesota.

WHEREAS, COMPANY has valuable know-how, trade secrets and other confidential information in connection with plastic product manufacture, including formulations, processes, and equipment (all of which is hereinafter referred to collectively as "PROPRIETARY" or "CONFIDENTIAL INFORMATION");

WHEREAS, BPI, has valuable know-how, trade secrets and other confidential information in connection with plastic product manufacture, including formulations, processes, and equipment (all of which is hereinafter referred to collectively as "PROPRIETARY" or "CONFIDENTIAL INFORMATION"), at BPI's facility at Plymouth, Minnesota, and elsewhere;

WHEREAS each party RECIPIENT is desirous of receiving PROPRIETARY or CONFIDENTIAL INFORMATION of the DISCLOSING PARTY for purposes of evaluation only;

NOW, THEREFORE, to protect the secrecy and proprietary rights of each DISCLOSING PARTY with respect to its PROPRIETARY or CONFIDENTIAL INFORMATION, it is agreed as follows:

- (1) RECIPIENT agrees to receive and for the duration of this Agreement to maintain the PROPRIETARY or CONFIDENTIAL INFORMATION of DISCLOSING PARTY in secrecy and confidence:
  - (a) to the extent the same was not previously known to RECIPIENT; or
  - (b) unless or until the same is or becomes public knowledge through no act or fault of RECIPIENT
  - (c) was in RECIPIENT's possession in written form prior to receipt from DISCLOSING PARTY and RECIPIENT is not subject to an existing obligation of confidence with regard to such information; or
  - (d) is lawfully acquired by RECIPIENT from a third party and RECIPIENT is not subject to an existing obligation of confidence with respect to such information; or
  - (e) was developed by or on behalf of RECIPIENT independently of and without reference to any information received from DISCLOSING PARTY which is subject to the obligations of confidentiality hereunder.
- (2) It is understood and agreed that this Agreement conveys no rights in the PROPRIETARY or CONFIDENTIAL INFORMATION to RECIPIENT, and to the extent and so long as said PROPRIETARY or CONFIDENTIAL INFORMATION remains confidential, RECIPIENT shall not use said PROPRIETARY or CONFIDENTIAL INFORMATION for any purposes except for the benefit of DISCLOSING PARTY to facilitate the purposes of this Agreement.
- (3) All correspondence and written materials exchanged between the parties during the term of this Agreement and relating to the subject matter herein identified

shall be considered as part of said PROPRIETARY or CONFIDENTIAL INFORMATION, to the extent provided in documentary form and marked "confidential" or with a similar legend or, if disclosed orally or visually, is reduced to documentary form by DISCLOSING PARTY and marked "confidential" or with a similar legend and provided to RECIPIENT within thirty (30) days of such oral or visual disclosure.

(4) Regarding inventions of patentable subject matter, each party shall have all right, title and interest in its inventive contribution, including the right to apply for and obtain patents. RECIPIENT has no right to include DISCLOSING PARTY'S PROPRIETARY or CONFIDENTIAL INFORMATION in any patent application without prior written consent.

(5) RECIPIENT understands and agrees that PROPRIETARY or CONFIDENTIAL INFORMATION received from the DISCLOSING PARTY is the property of DISCLOSING PARTY and that all written materials provided to RECIPIENT by DISCLOSING PARTY pursuant to this Agreement shall not be duplicated or reproduced except for limited purposes of this Agreement, and that all such materials shall be returned promptly to DISCLOSING PARTY at its written request. Any data or analysis made by RECIPIENT shall be maintained in confidence and not disclosed to anyone without written permission of the DISCLOSING PARTY.

(6) This Agreement shall be effective as of the date of disclosure to RECIPIENT and shall remain in effect as long as said PROPRIETARY or CONFIDENTIAL INFORMATION does not fall within the Exceptions of (1)(a)-(e).

(7) The Agreement does not constitute a license or a grant of any right in such PROPRIETARY or CONFIDENTIAL INFORMATION.

(8) This Agreement shall be construed in accordance with the laws of Minnesota, excluding any choice of law provisions which may direct the application of the laws of any other jurisdiction. The parties consent to jurisdiction and venue in the State of Minnesota.

(9) Each individual whose name appears below represents and acknowledges that he or she is authorized to obligate to this Agreement the party for whom the individual is signing.

Date: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

Date: \_\_\_\_\_

\_\_\_\_\_  
BROOKDALE PLASTICS, INC.