



## MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT (this “Agreement”), made effective the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the parties named on the signature page below (collectively the “Parties” and each a “Party”), sets forth the conditions under which the Parties will disclose to one another and receive confidential, proprietary trade secrets and business information regarding the business of the Parties, including but not limited to information regarding trade secrets, inventions, ideas, concepts, prototypes, product design and specifications, methods of manufacturing and production, business practices, marketing strategies, properties, business opportunities, customer lists, supplier information, records, personnel information, financial information, sales volume, pricing, analyses, studies, forecasts and data, whether in writing, machine-readable form or delivered orally (the “Confidential Information”).

1. **Ownership of Confidential Information.** The receiving Party (“Recipient”) understands and acknowledges that the disclosing Party (“Discloser”) owns and reserves all proprietary rights and interests in all Confidential Information that the Discloser shall provide to it, and that the Confidential Information will be disclosed solely for the purpose of discussing a possible supplier relationship or other transaction between the Parties (the “Permitted Purpose”). Confidential Information shall not include information that the Recipient can prove:

(a) is part of the public domain, through no fault of the Recipient, or its affiliates, agents or employees, by publication or otherwise;

(b) was received by the Recipient from a third party as a matter of right without any restriction on disclosure; or

(c) was developed by the Recipient and was in its possession prior to the receipt thereof from the Discloser, as evidenced by written documentation.

2. **Nondisclosure of Confidential Information.** The Recipient covenants and agrees that it will not at any time during its access to the Confidential Information of the Discloser, or at any time thereafter during the term of this Agreement, regardless of the circumstances of the termination of such access, disclose, use or induce or permit others to use any of such Confidential Information of the Discloser for any purpose other than the Permitted Purpose. In this regard, the Recipient may provide access to the Confidential Information of the Discloser to its affiliates, employees and agents for whom it is responsible (“Permitted Recipients”), but only on a need to know basis to the extent necessary for completion of the Permitted Purpose, and only to those contractually

or otherwise bound to maintain the confidentiality of the Confidential Information. The Recipient shall utilize at least the same degree of care to prevent unauthorized use or disclosure of the Confidential Information as it employs with respect to its own sensitive business information of like nature, but in any case no less than a reasonable degree of care. These efforts shall include at a minimum maintaining security controls over reproduction and access to Confidential Information.

3. **Nondisclosure of Discussion.** Neither Party shall disclose to any person either the fact that discussions or negotiations are taking place concerning the Permitted Purpose, or any of the terms or other facts with respect to such Permitted Purpose, except (a) to Permitted Recipients, to the extent and subject to the conditions set forth in Section 2 above; and (b) to the extent it is required by securities or other applicable laws to make such disclosures after written notice to and consent by the other Party.

4. **Limitation on Action.** The Recipient shall not at any time take or cause any action that would be inconsistent with or tend to impair the Discloser's rights in the Confidential Information.

5. **Indemnification.** Each Party hereby agrees to indemnify and hold harmless the other Party against any loss, cost, damage or expense (including reasonable attorneys fees and costs) resulting from any breach of this Agreement by such Party, or unauthorized use or disclosure by such Party (or its affiliates, employees or agents) of the Confidential Information of the other Party.

6. **Trade Secrets/No License.** Violation of this Agreement shall be construed as a misappropriation of a trade secret under the Uniform Trade Secrets Act. Nothing contained in this Agreement shall be construed as granting to or conferring upon a Party any rights, express or implied, by license or otherwise, to any of the other Party's Confidential Information, copyrights, patent rights, trade secrets, or other proprietary rights.

7. **Injunction.** The Recipient acknowledges that any unauthorized disclosure or use of any Confidential Information of the Discloser could cause the Discloser irreparable injury and loss. Accordingly, the Recipient acknowledges and agrees that in the event of a breach or threatened breach of any provision of this Agreement, the Discloser shall be entitled to an injunction restraining the Recipient from the disclosure or unauthorized use of any Confidential Information in addition to the Discloser's other remedies.

8. **Return of Confidential Information.** Upon request, the Recipient shall, within ten (10) days, return to the Discloser any and all documents and other recordings received from the Discloser, and all copies thereof, containing Confidential Information. In addition, upon request the Recipient shall promptly destroy all other documents and recordings containing Confidential Information of the Discloser.

9. **Term.** The term of this Agreement shall commence on the date hereof, and shall continue for a period of three (3) years.

10. **Miscellaneous.**

(a) No waiver or amendment of this Agreement or any provision hereof shall be effective unless it is in a writing signed by the Party against whom it is sought to be enforced.

(b) Each Party acknowledges that the other Party had not made and makes no representation or warranty as to the accuracy or completeness of the Confidential Information provided by it.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements with respect thereto, written or oral.

(d) No Party shall assign this Agreement nor transfer any benefits of Confidential Information of the other Party, directly or indirectly (through merger, acquisition or otherwise), and any attempt to do so without the prior written consent of such other Party shall be null and void. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and their respective successors and assigns.

(e) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to conflict of laws principles, and the Parties expressly acknowledge and agree that all disputes arising between them with regard to this Agreement shall be resolved solely in the federal or state courts located in Marion County, Ohio.

(f) Whenever possible, each paragraph of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Agreement.

(g) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first set forth above.

Sisler Companies

Truform Manufacturing, AHT, NSNAR

“Named Company”

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

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

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

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