

KEY POLYMER Corporation

FAX: 978-686-7729

DATE:

Send to: Key Polymer Corporation

Attention: CUSTOMER SERVICE MANAGER

Office Location: 17 Shepard Street,
Lawrence Industrial Park
Lawrence, MA 01843

Fax: 978-686-7729

From:

Location:

Number of Pages, Including Cover:

Comments: Here is our signed Non-Disclosure Agreement. Please have a Key Polymer officer sign and return ASAP so we can continue our discussions.

fax cover

Key Polymer Corporation
17 Shepard Street, Lawrence Industrial Park
Lawrence, MA 01843
P: (978) 683-9411 • F: (978) 686-7729
www.KeyPolymer.com

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and effective this ____ day of _____, 20aaa, by and between KEY POLYMER CORPORATION, a Massachusetts corporation (“KEY”) having its principal place of business at 17 Shepard Street, Lawrence, MA 01843; and _____, a _____ corporation (“Customer”) with its principal place of business located at _____.

WHEREAS, Customer is evaluating the possibility of purchasing certain materials from Key (the “Materials”); and

WHEREAS, in connection with its evaluation, each party (the “Disclosing Party”) may disclose certain Confidential Information (as defined below) to the other party (“Recipient”) from time to time.

NOW, THEREFORE, KEY and Customer agree as follows:

1. **Definition.** “Confidential Information” shall mean any invention, product, process, equipment, apparatus or design of Disclosing Party or any knowledge or information with respect thereto or any other trade knowledge of Disclosing Party (including without limitation business methods, processes, plant operating functions or techniques, “know-how,” customer and Customer information, and short-term and long-range sales and product plans, software systems and programs), and all drawings, disclosures, designs, data, reports, calculations, models, component parts, patent applications or the like of any kind relating in any way to the business of Disclosing Party, including without limitation any oral information relating thereto.

Confidential Information shall not include information: (a) which is in the public domain at the time of disclosure or which is subsequently made available to the general public without restriction by Disclosing Party; (b) is independently developed or becomes known by Recipient without similar restrictions as to its use or disclosure from a source other than Disclosing Party without violation by such source of any secrecy obligation directly or indirectly to Disclosing Party; (c) is disclosed with prior written approval of Disclosing Party; or (d) which Recipient or any of its legal representatives is required by court order in a legal proceeding or pursuant to legal process to disclose; provided that Recipient (i) shall have notified Disclosing Party promptly and in advance of such disclosure so that Disclosing Party may seek an appropriate protective order or take any other appropriate action to protect its Confidential Information; and (ii) shall have cooperated with Disclosing Party in seeking any such protective order or related relief or action.

Confidential Information disclosed, whether written or oral, to Recipient prior to the execution of this Agreement shall be deemed subject to its terms.

2. **Restrictions.** Recipient agrees to hold all Confidential Information in strict confidence for a period of five (5) years from the date of disclosure utilizing the same degree of protective care that normally prudent businessmen would use to protect the confidence of their own highly confidential information. Recipient will disclose Confidential Information only to those of its employees or representatives who are directly involved in evaluating the Materials and their application and whose involvement is essential to such purpose and will require such persons to be bound by the terms of this Agreement. Recipient is responsible for ensuring that its employees or representatives utilize the Confidential Information only for such purposes and will not make use of such Confidential Information outside the scope of this Agreement.
3. **No License.** Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting, either expressly or by implication, estoppel or otherwise, any license or any other rights to Recipient under any invention or patent now or hereinafter owned by or controlled by Disclosing Party. The Disclosing Party has and will retain exclusive ownership of and rights to all Confidential Information that may be disclosed hereunder.
4. **Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other, but obligations with respect to information exchanged under this Agreement before termination shall continue after termination.

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5. **Return of Material.** Recipient shall immediately return to Disclosing Party all Confidential Information (in whatever form) in its custody, control or possession upon the earlier of (a) the termination or expiration of this Agreement; or (b) the request of Disclosing Party.
6. **Injunctive Relief.** Disclosing Party shall be entitled to specific performance or injunctive relief (or both) against Recipient as remedies for any breach of this Agreement, which shall be in addition to any and all other remedies available at law or equity to Disclosing Party.
7. **Choice of Law.** This Agreement shall be governed or construed in accordance with the internal laws of the Commonwealth of Massachusetts.
8. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect there to. This Agreement may be modified only in writing signed by a duly authorized representative of each party.
9. **No Assignment.** This Agreement may not be assigned or transferred without the prior written consent of both parties.
10. **Non-Waiver.** The failure or delay by either party in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder.
11. **Notices.** Any notice, request, demand or other communication required hereunder shall be in writing and deemed to have been fully given upon receipt if personally delivered or if mailed via certified mail, return receipt requested, postage prepaid, or via facsimile or overnight mail, at the address first listed above or at any other address given by any party in writing to the other party.
12. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, it shall be considered separable and the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement is effective on the day and date first written above.

KEY POLYMER CORPORATION _____

CUSTOMER: _____

By: _____

By: _____

Name: Robert A. Baker

Name: _____

Title: President

Title: _____

Date: _____

Date: _____