

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of this ____day of _____, 20____, by and between Core Products International, Inc. And _____ (company).

WHEREAS, each of the parties, respectively, has developed and owns certain products (collectively, the "Technology").

WHEREAS, the parties desire to disclose to each other certain confidential, proprietary, and trade secret information including, but not limited to , the Technology, in connection with discussions and negotiations for the manufacture of certain products.

WHEREAS, each of the parties is willing to make such disclosures only if the other party agrees to be bound by the non-disclosure obligations set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. Definition. As used with this agreement, the term "Confidential Information" shall include the Technology and any and all information or property, whether now existing or developed or acquired in the future, disclosed by the parties to each other, however disclosed, which concerns, is derived from or is related to the Technology or the conception, development, production, licensing, marketing, sale, manufacturing or other exploitation of the Technology. All such information and property shall be considered Confidential Information unless explicitly labeled otherwise.
- 2. Restrictions on Use and Disclosure. Both parties agree and covenant as follows:
 - a. Ownership. All Confidential Information furnished or disclosed by one party to the other shall be deemed the property of the disclosing party and the recipient (the "Disclosee") shall have no right, title or interest in or to any of the confidential information.
 - b. Disclosure. Disclosee shall keep all Confidential Information strictly confidential and shall not disclose any part or all of said Confidential Information to others for any reason whatsoever without the express written consent of the disclosing party.
 - c. Use. Disclosee shall use the Confidential Information only for, and in the course of, manufacturing product for the other party pursuant to the terms and conditions specified in a written agreement between the parties. If no written agreement is entered into, no use of the Confidential information by Disclosee is permitted.
 - d. Employees and Agents. All employees, agents, officers and directors of Disclosee are bound by the non-disclosure obligations of this Agreement and Disclosee shall use its best efforts to prevent such individuals from violating the confidentiality and non-disclosure obligation of this Agreement.
- 3. Limitations. The parties to this Agreement shall not for any reason be deemed to be partners, joint venturers or agents with or for the other. Neither execution nor performance of this Agreement shall require or obligate either party to enter into any further agreement, including any agreement relating to products or their manufacture. Nothing herein shall be construed as granting to Disclosee or any other party any license or any other right, title or interest in or to the Confidential Information.
- 4. Indemnification. Disclosee hereby agrees to indemnify, defend and hold harmless the disclosing party from and against all claims, liabilities, losses, damages, costs, and expenses, including, but not limited to, court costs and attorneys' fees, which result from or relate to breach by Disclosee of any of the provisions of this agreement.
- 5. Equitable Remedies and Enforcement. Disclosee agrees and acknowledges that breaches by Disclosee of this Agreement shall cause irreparable injury to the disclosing party and shall entitle the disclosing party to the entry of any temporary injunctive relief, or any other equitable remedy, as may be necessary due to the circumstances. The pursuit or securing of any such injunctive relief shall not prohibit or limit the right to seek or obtain any other remedy provided under this Agreement or by law. Disclosee agrees and understands that the covenants, agreements and remedies provided herein are in addition to, and are not to be considered as a replacement for or limited by, the rights and remedies otherwise available to the parties including but not limited to, those rights and remedies contained in the Minnesota Uniform Trade Secrets Act.
- 6. Miscellaneous Provisions.
 - a. Waiver. The failure of either party to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any rights under this agreement.
 - b. Entire Agreement. This Agreement encompasses the entire agreement between the parties, and there are no other agreements or understandings unless expressed in writing and signed by the parties.
 - c. Amendment. This Agreement may not be modified, rescinded, limited or amended except by a written agreement signed by the parties hereto.
 - d. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Minnesota.
 - e. Binding Effect. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

(company)

CORE PRODUCTS INTERNATIONAL, INC.

By: _____

By: _____

Its: _____
(title)

Its: _____
(title)