

## RECIPROCAL CONFIDENTIALITY AGREEMENT

Genesis Plastics Welding, Inc., a Indiana corporation having its principal place of business at 720 East Broadway, Fortville, IN 46040 (hereinafter referred to as "Genesis") and \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") desire and agree to undertake discussions and related activities concerning the development of \_\_\_\_\_ (the "Product"). During the course of such discussions, it may become necessary for Genesis or \_\_\_\_\_ to disclose to the other party its respective "Confidential Information and Original Ideas" related to the design and fabrication of the Product.

For purposes of this Agreement, Confidential Information includes, but is not limited to, any and all technical and business information which any party makes available in writing to the other, which is labeled as "Confidential", "Proprietary", "Secret", or the like, regarding certain machinery, operations, processes, techniques, formulas, strategies, technologies, samples, designs, concepts, business and manufacturing methods owned or used by any of the parties. Ownership of ideas remain the property of the disclosing party. If the Confidential Information, in the first instance, is disclosed orally or by other non-written means by one of the parties to the other, it must promptly be confirmed in writing by the party making such disclosure and be labeled as "Confidential", "Proprietary", "Secret" or the like.

Genesis and \_\_\_\_\_ desire to safeguard their respective Confidential Information and to be assured that the same will be maintained in confidence. Thus, all of the Parties agree to the terms and conditions set forth below. For purposes of this Agreement, the term "Disclosing Party" shall refer to the party originally disclosing the Confidential Information to the other, who shall be referred to as the "Recipient".

1. Confidential Information received by the Recipient(s) from the Disclosing Party shall not be disclosed to any other party or be used or reproduced by the Recipient, without the prior written consent of the Disclosing Party. Information shall not be considered to be Confidential Information, or be subject to this Agreement, if it can be demonstrated:
  - 1.1 To have been rightfully in the possession of the Recipient prior to the date of the disclosure of such information to the Recipient;
  - 1.2 To have been in the public domain prior to the date of the disclosure of such information to the Recipient;
  - 1.3 To have become part of the public domain by publication or by any other means, through no fault of the Recipient;
  - 1.4 Can be proven to have been independently developed by the Recipient prior to disclosure by the Disclosing Party;
  - 1.5 To have been supplied to the Recipient without restriction by any other party who the Recipient had no reason to believe was under an obligation to maintain such information in confidence.

The obligations imposed by this Paragraph 1 with respect to each disclosure shall cease only when the Confidential Information reaches the public domain through no fault of either party.

2. All Parties shall limit access to Confidential Information to those of its employees or agents on a need to know basis and who have a legal obligation to maintain that information in confidence.
3. For purposes of the Agreement, the Recipient(s):

- 3.1 Acknowledges that the Disclosing Party makes no representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information;
  - 3.2 Agrees to assume full responsibility for all conclusions it derives from the Confidential Information;
  - 3.3 Agrees that the Disclosing Parties shall have no liability whatsoever to the Recipient, on any basis (including, without limitation, in contract, tort, under federal or state securities laws, or otherwise), as a result of the Recipient's use of the Disclosing Parties' Confidential Information, unless such shall otherwise be provided under the terms of another written agreement between the Parties.
4. If any party is required by law to disclose Confidential Information of the other, that party shall provide the other with prompt written notice of such demand or obligation, so that the other party may seek a protective order or other appropriate remedy or relief, or waive compliance with provisions of this Agreement. Failing the entry of a protective order or other appropriate remedy, or receipt of a waiver thereupon, the party subject to the demand shall disclose only that portion of the Confidential Information which it is advised in the written opinion of counsel is legally required to be furnished and shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.
  5. At any time, either party may terminate this Agreement and, upon the Disclosing Party's written request, the Recipient of any Confidential Information shall, within thirty (30) days from the date of such request, return to the Disclosing Party or destroy any and all written or physical embodiments (including all copies) of Confidential Information disclosed to it by the Disclosing Party which is then in its possession. The Recipient shall promptly certify to the Disclosing Party, in writing, that such destruction, if any, has taken place. The Recipient shall be entitled to keep one copy of such Confidential Information in the files of its legal counsel for the sole purpose of maintaining a record of what Confidential Information was disclosed. The obligations of confidentiality set forth in paragraphs 1 and 2, above, shall survive such termination.
  6. Neither this Agreement nor the disclosure of Confidential Information by the Disclosing Party shall be deemed by implication or otherwise to give the Recipient any rights in the patents, trade secrets or other property of the Disclosing Party.
  7. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, USA, except for its choice of laws. If any of the provisions of this Agreement or parts thereof shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, then such provisions or parts thereof shall be excised hereinafter and the remaining provisions of this Agreement and parts thereof shall remain in full force and effect.

Please indicate your company's acceptance of this Agreement by executing this Agreement as an officer or other authorized representative of your company and returning one fully signed copy to the undersigned.

**GENESIS PLASTICS WELDING, INC.**

\_\_\_\_\_

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

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

Tom Ryder  
President

Name: \_\_\_\_\_  
Position: \_\_\_\_\_

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

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