

**MICREX CORPORATION**  
**Confidential Disclosure Agreement With Customer**

This Agreement, dated as of \_\_\_\_\_ (the "Effective Date"), by and between Micrex Corporation ("Micrex") 17 Industrial Road, Walpole, MA 02081 and \_\_\_\_\_ ("Customer"), with an address of \_\_\_\_\_.

In connection with a possible business relationship between the parties, each party intends to disclose certain information to the other regarding respective products, machines, processes, and conditions of operation that each party may deem confidential.

In consideration of the disclosing party (the "Disclosing Party") making such confidential information available to the receiving party (the "Receiving Party"), the parties hereby agree as follows:

1. "Confidential Information" shall mean any technical or business information furnished by the Disclosing Party to the Receiving Party which, when disclosed, is specifically designated as confidential, and is supplied in written form, or put into a written summary which must be provided to the Receiving Party within thirty (30) days after its first oral or visual presentation to the Receiving Party. Confidential Information may include, without limitation, product ideas, samples and performance requirements, methods of preparation, lists of components or ingredients, product and marketing plans, machine designs, settings and conditions of operation, business plans, financial information, trade secrets, know-how, inventions, formulas, technical data or specifications, testing methods, research and development activities, and customer and supplier information.

2. The Receiving Party agrees that it shall: (a) maintain all Confidential Information in confidence; and (b) use all Confidential Information solely for the purposes set forth in this Agreement.

3. The Receiving Party agrees that it shall not: disclose (other than to its own employees or contractors), reproduce, display, or transmit the Confidential Information.

4. The obligations of the Receiving Party under Sections 2 and 3 above shall not apply to the extent that the Receiving Party can reasonably demonstrate that Confidential Information: (a) was in the public domain prior to the time of its disclosure under this Agreement; (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party; (c) was independently developed or discovered by the Receiving Party prior to the time of its disclosure under this Agreement; or (d) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order.

5. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims rights to the Confidential Information disclosed and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written instrument.

6. Upon termination of this Agreement or the earlier request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all still existing samples, materials, originals, copies,

and summaries of documents comprising Confidential Information in the possession or control of the Receiving Party. The obligations set forth in this Agreement shall remain in effect for a period of three (3) years from the Effective Date.

7. Customer understands and agrees that if Micrex provides it with any samples of its treated materials, **THAT THE SAMPLES ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. This Agreement constitutes the entire understanding between the parties in respect of rights and obligations concerning confidential information and trade secrets. No amendment to this Agreement or the rights and obligations created hereby shall be effective unless in writing and signed for the parties by their respective duly authorized representatives.

9. Any provision of this Agreement found to be invalid, unenforceable, or prohibited by law shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the rest of this Agreement. This Agreement shall be governed by the laws, and in the state and federal courts, of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. Both parties submit to the exclusive personal jurisdiction of the courts of the Commonwealth of Massachusetts and waive any objections to the venue of such courts.

Acknowledged and agreed:

MICREX CORPORATION

\_\_\_\_\_

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

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

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

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

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

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