


MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Effective as of: _____, ____ (“Effective Date”)

By and Between

And

 <p>ROYAL TECHNOLOGIES, INC. 3765 Quincy Street Hudsonville, MI 49426</p> <p>Attention: _____</p> <p>Phone No.: _____</p> <p>E-Mail Address: _____</p>	<p>_____</p> <p align="center">(Type or Print Name of Party)</p> <p>_____</p> <p align="center">(Address)</p> <p>_____</p> <p>(City) (State) (Zip)</p> <p>Attention: _____</p> <p>Phone No.: (_____) _____</p> <p>E-Mail Address: _____</p>
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The parties to this Agreement (individually “**Party**” and collectively “**Parties**”) have disclosed and/or desire to disclose certain confidential information to each other in connection with an existing or prospective business relationship. To protect the information, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Discloser and Recipient.** As to any particular Confidential Information (defined below), the Discloser is the Party disclosing the Confidential Information and the Recipient is the Party receiving the Confidential Information.
2. **Confidential Information.** As used in this Agreement, “Confidential Information” means any information (whether tangible or intangible, printed, electronic, or otherwise) and items embodying information (including graphs, photographs, samples, working models, and prototypes) at any time furnished by either Party to the other, or to which either Party is exposed, whether before or during the term of this Agreement, including, without limitation, (a) the identities of or information concerning Discloser’s customers, suppliers, or other business partners, (b) information concerning Discloser’s business and business plans, (c) Discloser’s marketing plans and materials, (d) financial information concerning Discloser and its affiliates, (e) information concerning Discloser’s pending patents or other trade secrets, (f) Discloser’s business techniques and methodologies, operating procedures, systems operations, management tools, manuals, sketches, drawings, designs and specifications, data models, concepts, ideas, inventions, know-how, processes, templates, apparatus, equipment, algorithms, formulas, ingredients, software programs, software source documents, and formulas, (g) information from third parties that Discloser is obligated to treat as confidential, and (h) information that is derived from Confidential Information (for example through testing, analysis or processing).
3. **Restrictions on Use; Non Disclosure.** Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient shall not:
 - (a) use the Confidential Information of Discloser for any purpose other than the purpose for which Discloser disclosed the information;
 - (b) directly or indirectly copy, transfer, or otherwise disclose or reveal Confidential Information of Discloser to any person or entity other than its employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; (ii) have been advised of the information’s confidential status; and (iii) are subject to legally binding obligations of confidentiality as to such information no less restrictive than those contained in this Agreement; provided, however, that Recipient shall at all times be fully responsible to Discloser for the compliance by such persons and entities with this Agreement; or

(c) if requested by Discloser, disclose its business relationship with Discloser.

4. **Exceptions.** The obligations set forth in Section 3 above shall not apply to Confidential Information that:

(a) before the time of its disclosure was already in the lawful possession of the Recipient; or

(b) through no wrongful act of the Recipient, at the time of its disclosure to Recipient is, or later becomes, available to the general public; or

(c) Recipient demonstrates with appropriate written documentation to have been lawfully independently developed by Recipient without the use of or reliance upon any Confidential Information of the other party and without any breach of this Agreement.

5. **Disclosures Required by Law.** If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

6. **Duration.** The obligations set forth in this Agreement shall survive indefinitely.

7. **Term.** This Agreement shall become effective as of the Effective Date and shall perpetually govern all disclosures made between the Parties until such time as the Parties agree otherwise in a written instrument signed by both Parties.

8. **Warranty.** Discloser represents and warrants that it has the right to make the disclosures under this Agreement and that Recipient's use of the Confidential Information in accordance with this Agreement will not infringe any trademark, copyright, patent, trade secret or other proprietary right of a third party.

9. **Disposal of Confidential Information.** Recipient agrees to return to Discloser all copies of Confidential Information promptly upon Discloser's request at any time. If return is impossible as to any portion of the Confidential Information, or upon Discloser's request, then Recipient shall certify to

Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed.

10. **On-Site Visits.** Any employee, director, officer, agent or consultant of one Party that enters the premises or property of the other Party shall follow all policies and procedures of the other Party in place on those premises, including, without limitation, all policies and procedures relating to health, safety and the protection of confidential or trade secret information.

11. **Remedies.** The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief, without the need to post a bond or prove special damages.

12. **Assignment.** Neither Party may assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.

13. **Miscellaneous.** No failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may be modified or waived only by a separate writing signed by Discloser and Recipient expressly so modifying or waiving any provision of this Agreement. If any provision or provisions of this Agreement shall be held, for any reason, to be illegal, invalid or nonenforceable, then the remaining provisions shall nonetheless be legal, valid and enforceable provisions. This Agreement does not reduce or supplant the protections contained in the Uniform Trade Secrets Act. Notices required or permitted with respect to this Agreement shall be given

in writing by (a) personal or courier delivery, (b) registered or certified mail with return receipt, (c) facsimile transmission with confirmed receipt, or (d) electronic mail with confirmed receipt. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the

Parties with respect to the subject matter. This document may be executed in one or more counterparts each of which shall be an original, but all of which together shall constitute one and the same agreement. Any signature of this Agreement through facsimile shall constitute execution of this Agreement by such party.

The parties have signed this Agreement as of the dates set forth below their respective signatures.

ROYAL TECHNOLOGIES, INC.

By: _____
(Signature)

(Type or Print Name)

Its: _____

Date: _____

(Type or Print Name of Party)

By: _____
(Signature)

(Type or Print Name)

Its: _____

Date: _____