



LATICRETE INTERNATIONAL, INC.

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®

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of this _____

day of _____ by and between LATICRETE International, Inc., having a place of business at One Laticrete Park North, Bethany, Connecticut 06524-3423, U.S.A. ("Party of the First Part") and

_____ ,

having a place of business at _____

_____ ("Party of the Second Part").

WHEREAS, the Party of the First Part and the Party of the Second Part have provided and will continue to provide to the other information that the Disclosing Party (as hereinafter defined) considers to be confidential and proprietary and desires to keep confidential.

NOW THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. "Confidential Information" means all confidential and proprietary information of either party, which the party makes reasonable efforts to maintain the secrecy of and which the party provides to the other. The party providing such Confidential Information is the "Disclosing Party" and the party receiving such Confidential Information is the "Receiving Party."
2. Confidential Information can be in any tangible or electronic medium, including copies, whether authorized or not. The obligations of confidentiality shall apply to any and all Confidential Information, whether or not it is marked "Confidential."
3. Confidential Information shall not include information that (a) the Disclosing Party agrees in writing is not confidential; (b) the Receiving Party or its employees knew prior to disclosure by the Disclosing Party; (c) the Receiving Party learns through a third party that, to the Receiving Party's knowledge, is not bound by a written confidentiality agreement with the Disclosing Party; (d) is publicly available other than as a result of an unauthorized disclosure; (e) is generally known in the trade or business of the Parties hereto at the time of disclosure to the Receiving Party or becomes generally known after such disclosure through no act of the Receiving Party; (f) is published in a patent, technical paper or in any publicly available source; (g) is independently developed by the Receiving Party without use of the Confidential Information; (h) is disclosed pursuant to a judicial or governmental request, requirement or order; or (i) is otherwise disclosed in the public domain.

4. The Receiving Party shall not disclose Confidential Information to any third party or use Confidential Information for its own use without the prior written permission of the Disclosing Party.

5. Nothing in this Confidentiality Agreement prohibits the Receiving Party from developing, independently or with third parties, formulas or manufacturing processes for products that are similar to or compete with any products that are processed, manufactured, sold, applied or otherwise utilize or include the Disclosing Party's Confidential Information, as long as the Receiving Party does not directly use the Disclosing Party's Confidential Information to do so. To develop such formulas or manufacturing processes, the Receiving Party may analyze or reverse engineer any and all products – including but not limited to products that are processed, manufactured, sold, applied or otherwise utilize or include the Disclosing Party's Confidential Information – and may use any information that is not “Confidential Information” as defined in this Confidentiality Agreement.

6. All written Confidential Information shall remain the property of the Disclosing Party. The Receiving Party shall return written Confidential Information to the Disclosing Party or certify destruction and/or deletion of the same within ten (10) days of the Disclosing Party's written request, and shall not retain any copies of it.

7. Nothing in this Confidentiality Agreement shall be understood as granting any rights or license to the Receiving Party under the patents, technical information, trade secrets, trademarks or know-how of the Disclosing Party.

8. If the Receiving Party receives a request for the Confidential Information, it shall notify the Disclosing Party of such request, in writing, within ten (10) days of receiving such request, and before complying with any such request, so the Disclosing Party may seek a protective order or take other appropriate action.

9. The Receiving Party acknowledges that in the event of a breach of this Confidentiality Agreement, the Disclosing Party shall be irreparably and immediately harmed and could not be made whole by monetary damages alone, and that in addition to any other remedy to which the Disclosing Party may be entitled, it shall be entitled to injunctive relief to prevent further breaches of this Confidentiality Agreement. To the extent permissible by law, the Receiving Party waives any requirement that the Disclosing Party post a bond in order to secure that injunction.

10. The Disclosing Party acknowledges that in the event of a breach of this Confidentiality Agreement, monetary damages are limited to the time period it would have taken the Receiving Party to develop, through proper means, the Confidential Information the disclosure of which breached the Confidentiality Agreement.

11. Confidential Information disclosed under this Confidentiality Agreement shall continue to be covered by the terms of this Confidentiality Agreement for a period of ten (10) years from the effective date of this Confidentiality Agreement.

12. No failure or delay by the Disclosing Party to enforce its rights under this Confidentiality Agreement shall be deemed a waiver of any of those rights.

13. This Confidentiality Agreement shall be governed by the law of the State of Connecticut, U.S.A., without regard to its choice of law provisions.

14. Any dispute, controversy or claim arising out of or relating to this Agreement or a breach hereof shall be exclusively and finally resolved by arbitration in accordance with the rules of the Commercial Division of the American Arbitration Association, in a mutually agreeable neutral location, or if the Parties cannot agree on such location, in New Haven County, Connecticut. Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of Confidential Information. Both Parties hereby irrevocably submit to the jurisdiction of the courts of Connecticut for purposes of enforcing this clause or any other part of this Agreement.

15. This Confidentiality Agreement shall inure to the benefit of, and may be enforced by, the parties and their successors and assigns.

16. If any part of this Confidentiality Agreement is determined to be invalid or unenforceable by a court, the remaining provisions shall be enforceable, and the parties agree to request the court to redraft that provision to be as similar as possible to the original provision and yet be enforceable.

17. This Confidentiality Agreement states the entire understanding of the parties with respect to its subject matter and may be amended only in writing signed by the parties.

IN WITNESS WHEREOF, this Confidentiality Agreement has been executed by the parties as of the date first above written.

Authorized Signatures:

For: LATICRETE International, Inc.

For: _____

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

INSTRUCTIONS:

- 1) Complete and sign two (2) originals.
- 2) Only officers of the company may sign on behalf of LATICRETE International, Inc.
- 3) Distribution: Original to Party of the Second Part; Original to LATICRETE Fire Proof File (X.204).
- 4) Stamp all attached formulations or proprietary documents with "proprietary information notice."