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## Confidentiality Agreement

This agreement date is made as of \_\_\_\_\_ between PER-FIL® Industries, Inc., located at 407 Adams Street, Riverside, NJ, and:

Company Name: \_\_\_\_\_ having offices located at: \_\_\_\_\_ (hereinafter “CUSTOMER”).

In consideration of the disclosure of PER-FIL® Industries Inc.’s proprietary information, and to set forth a clear understanding of the rights and obligations between the Parties, the Parties agree as follows:

### 1. Proprietary Information:

- (a) The term “proprietary information” shall specifically include, but is not limited to, any and all business information concerning PER-FIL® Industries, Inc. conceptual designs and associated operations. “Proprietary information” shall also include any other technical, commercial, and financial information that is either marked as confidential, proprietary, or the equivalent, or indicated orally and later confirmed in writing, as being confidentially disclosed by one Party to the other, except for information that is already known to the non-disclosing Party or subsequently becomes rightfully available from a third party;
- (b) All other proprietary information provided by PER-FIL® Industries, Inc. or CUSTOMER will either be in writing and marked as such, or if given orally, will thereafter be confirmed in writing within thirty business days of the oral disclosure as being confidential;
- (c) Each Party agrees to retain in strictest confidence, and not to disclose to any third party, any proprietary information received from the other Party;
- (d) A Party may only disclose the proprietary information internally to its own officers or employees if such persons need access to the information, are informed of their obligations under this agreement, and agree to be bound by its terms, and each Party shall provide the other upon request with the names of all such persons who receive the proprietary information;
- (e) All rights (including but not limited to patent rights, trademark rights, copyrights, and trade secrets) in and to the proprietary information and any related technologies shall remain the sole property of their respective owners;
- (f) Each Party warrants that it has the right to disclose the proprietary

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information disclosed to the other Party under this agreement; and

- (g) The Parties shall use a reasonable degree of care to safeguard the information and shall use it only for the purpose intended.

**2. Term:** The Parties further agree that this agreement shall remain in effect for a period of five years after the date hereof, provided, however, that a Party, upon thirty days notice in writing, may terminate the agreement. Notwithstanding the termination or expiration of this agreement, the proprietary information shall be not be disclosed by a Party or any signatory to this agreement during the term of the agreement or for a period of five (5) years after the date that proprietary information is received by a Party, whichever last occurs.

**3. Return or Destruction of Proprietary Information:** Upon termination of this agreement or upon the written request of a Party, each Party agrees that it shall immediately return to the other all written proprietary information, and all copies thereof, previously furnished to the other Party, and shall immediately cause the destruction of any proprietary information or derivative data stored in any electronic form or media, including any data stored on backup devices, and shall provide a sworn affidavit attesting to such destruction of the proprietary information upon request.

**4. Governing Law, Jurisdiction and Venue:** The Parties agree that this agreement, and its validity, construction and effect, shall be governed by and enforced in accordance of the state and the federal laws of the United States, without regard for their conflict of laws provisions. The Parties consent to the exclusive jurisdiction of any state or federal court empowered to enforce this agreement and waives any objection thereto on the basis of personal jurisdiction or venue and agrees to appear in any such action upon written notice thereof. This section shall survive the termination or expiration of this agreement.

**5. Execution In Counterparts:** This Agreement may be signed in any number of counterparts, with the same effect as if the signature thereto were upon the same instrument. A signed, faxed or emailed copy of this Agreement shall be considered to be an original instrument.

**6. Parties In Interest:** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the Parties hereto. Neither Party may assign its rights and obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, which may be withheld or granted in such other Party's sole and absolute discretion.

**7. Complete Agreement:** The Parties agree that this Agreement constitutes the entire agreement between them and supersedes all prior or contemporaneous agreements, negotiations, understandings, and proposed agreements, oral or written, between the

Parties hereto as of this date. This agreement shall not be amended or modified, except in a writing signed by authorized representatives of both Parties.

**8. Authority:** The Parties represent and warrant that they possess the full and complete authority to covenant, represent, and agree as herein provided, and that they have full and complete authority to execute this Agreement.

**9. No Joint Venture:** This agreement does not constitute an agency, partnership, or joint venture between the Parties, and the agreement shall not be so construed.

**10. Right to Injunctive Relief:** The Parties agree that disclosure of proprietary information by either Party would cause irreparable harm to the other, and that a Party will be entitled to an injunction restraining any violation of this agreement or other specific performance thereof, without the requirement of posting any bond or other surety. These remedies are not exclusive and are in addition to any other remedy a Party may have.

In Witness Whereof, the Parties have caused their duly authorized representatives to execute this agreement.

**PER-FIL® Industries, Inc.,**

Dated: \_\_\_\_\_

By: Shari Becker

Signed: \_\_\_\_\_

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

**CUSTOMER:**

Dated: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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