

# Hart Enterprises, Inc.

400 Applejack Court • Sparta, MI 49345 • 616/887-0400 • Fax 616/887-5400

## CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ between **Hart Enterprises, Inc. (Hart)** and \_\_\_\_\_ (**Customer**).

WHEREAS, **Hart Enterprises, Inc.** and **Customer** have developed, or own technical, operational and business Information which they deem proprietary, and

WHEREAS, the Parties agree that to facilitate possible future business arrangements between them, it may be necessary to provide certain of such Information on a confidential basis;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the exchange of Information, the Parties agree as follows:

“Information” is defined as communications or data, in any form, including, but not limited to, oral written, graphic, sample, or electromagnetic forms.

“Proprietary Information” is defined as that Information which **Hart** or **Customer** desires to protect against unrestricted disclosure or competitive use, and which is designated as such in the manner provided by this Agreement.

All Information which is disclosed by **Hart** or **Customer** to the other Party and which is to be protected hereunder as Proprietary Information of the disclosing Party:

(a) If in writing or other tangible form, shall be conspicuously labeled as proprietary or confidential at the time of delivery; and

(b) If oral, shall be identified as proprietary prior to disclosure; and after disclosure shall be reduced to writing or other tangible form, within fifteen (15) business days thereafter, and delivered to the receiving Party.

Proprietary Information of **Hart** or **Customer** shall be treated and safeguarded hereunder by the receiving Party with the same degree of care with which it treats its own Proprietary Information of like character. The receiving Party warrants that it applies reasonable safeguards against the unauthorized disclosure and use of Proprietary Information.

The receiving Party agrees that (i) any Proprietary Information disclosed hereunder shall be used by the receiving Party solely for the purpose of evaluating the mutual interests of the Parties and (ii) it will not distribute, disclose, or disseminate Proprietary Information to anyone except its employees and consultants which are under confidentiality agreements with similar restrictions, unless and until such time as:

(a) Such Information is generally available to the public, through no fault of the receiving Party, its employees or consultants, and without breach of this Agreement; or

(b) Such Information is already in the possession of the receiving Party, its employees or consultants without restriction and prior to any disclosure hereunder, as evidenced by appropriate documentation; or

(c) Such Information is or has been lawfully disclosed to the receiving Party, its employees or consultants by a third party without an obligation of confidentiality upon the receiving Party; or

(d) Such Information is developed independently by employees or consultants of the receiving Party who have not had access to Information disclosed hereunder, as evidenced by appropriate documentation.

Except as expressly provided herein, no license or right is granted by **Hart Enterprises, Inc.** or **Customer** to the receiving Party under any patent, patent application, trademark, copyright or trade secret.

All Information furnished to the receiving Party shall remain the property of the disclosing Party. Upon the request and instruction of the disclosing Party, all Information in the possession of the receiving Party which is Proprietary Information shall be returned to the disclosing Party.

This Agreement sets forth the entire agreement shall be governed by the laws of the State of Michigan, U.S.A.

Amendments to this Agreement shall be invalid unless made in writing and signed by both parties.

In Witness Whereof, the Parties have caused this Agreement to be executed by duly authorized representatives as of the date first written above.

**Hart Enterprises, Inc.**

**Customer**

|                         |                         |
|-------------------------|-------------------------|
| _____<br>Name (printed) | _____<br>Name (Printed) |
| _____<br>Signature      | _____<br>Signature      |
| _____<br>Title          | _____<br>Title          |
| _____<br>Date           | _____<br>Date           |

Updated 9/7/2006 ksj