



## LATICRETE INTERNATIONAL, INC.

1 LATICRETE PARK NORTH BETHANY, CT 06525-3498 USA  
TEL: (203) 393-0010 TOLL FREE (800) 243-4788 FAX: (203) 393-1684

®

### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between LATICRETE INTERNATIONAL, INC., having a place of business at 1 Laticrete Park North, Bethany, Connecticut 06524-3423, U.S.A. ("LATICRETE") and \_\_\_\_\_, having a place of business at \_\_\_\_\_ ("RECIPIENT").

WHEREAS, LATICRETE and RECIPIENT wish to confer with one another regarding business opportunities;

WHEREAS, during those discussions, LATICRETE may provide RECIPIENT with Confidential Information that LATICRETE desires to keep confidential;

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

1. "Confidential Information" means all information provided by or on behalf of LATICRETE to the RECIPIENT. 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."
2. Confidential Information shall not include information that (a) is or becomes publicly available other than as a result of an unauthorized disclosure, (b) was known to the RECIPIENT prior to its disclosure under this Confidentiality Agreement, but such proof shall require clear documentary evidence that pre-dates the date of this Confidentiality Agreement, (c) LATICRETE agrees in writing is not confidential, (d) becomes available to the RECIPIENT from a party entitled to disclose it who is not bound by a confidentiality agreement with LATICRETE, or (e) is otherwise in the public domain.
3. LATICRETE shall make Confidential Information available solely for the purposes of and in connection with the aforesaid discussions.
4. The RECIPIENT shall not disclose any Confidential Information to any third party or use it for its own use without the prior written permission of LATICRETE.
5. The RECIPIENT shall restrict the disclosure of Confidential Information to those employees who reasonably require access to the Confidential Information in the course of performing work relating to LATICRETE. The RECIPIENT shall take such precautions as are necessary to ensure that its employees having access to the Confidential Information shall not disclose it or use it for their benefit or for the benefit of any third party.

6. All written Confidential Information furnished by LATICRETE shall remain the property of LATICRETE. RECIPIENT shall return the Confidential Information to LATICRETE within ten (10) days of LATICRETE's written request, and shall not retain any copies of it, in any medium whatsoever.

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

8. If RECIPIENT receives a request for the Confidential Information, it shall notify LATICRETE promptly so that LATICRETE may seek a protective order or take other appropriate action.

9. RECIPIENT acknowledges that in the event of a breach of this Confidentiality Agreement, LATICRETE 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 LATICRETE may be entitled, LATICRETE shall be entitled to injunctive relief to prevent breaches of this Confidentiality Agreement. To the extent permissible by law, RECIPIENT waives any requirement that LATICRETE post a bond in order to secure that injunction.

10. 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.

11. No failure or delay by LATICRETE to enforce its rights under this Confidentiality Agreement shall be deemed a waiver of any of those rights.

12. 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.

13. Any dispute arising out of this Confidentiality Agreement shall be resolved in state or federal court in Connecticut, U.S.A., and RECIPIENT submits to personal jurisdiction and venue in Connecticut.

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

15. 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.

16. 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

For: RECIPIENT \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

INSTRUCTIONS:

- 1) Stamp all attached formulations or proprietary documents with "proprietary information notice."
- 2) Only an officer of the company may sign.
- 3) File Copies:       Original - Fireproof Contracts File  
                          Copy    - Customer Service Liaison File  
                          Copy    - Recipient