

**PRODUCT CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

This Product Confidentially Agreement and Non-Disclosure

(“Agreement”) is effective as of the ____ day of _____,

2015, by and between Kool Manufacturing Company, a corporation

located at 495 John Brown Road, Wynne, Arkansas 72396 (Seller) and

_____ (Prospective Buyer).

1. Equipment Description

One Pyrolysis Processing Machine

2. Confidentiality

Buyer acknowledges that all machinery, processes, designs, operations, knowledge, information, data and materials and operational training related to the Equipment must be maintained as confidential and proprietary information (“Confidential Information”), including fees, charges, operating procedures, sales information, and training material and must be protected by law and agrees not to disclose any Confidential Information, except and only to the extent that it is solely necessary to fulfill the personal business operations of the buyer’s use of the seller’s equipment hereunder.

It is understood and agreed that any third parties involved in the analysis or investigation of the machinery for any purpose shall likewise be subject to the terms and conditions of the confidentiality agreement and they agree to be so bound as evidenced by their signature(s) or that of their agent(s) and/or employee(s) below.

3. Confidential Information/Trade Secret

Prospective Buyer (Third party/Agents/Advisors/Vendors) acknowledge that all machinery, processes, designs, operations, knowledge, information, data and materials and operational training related to the Equipment must be maintained as confidential and proprietary information (“Confidential Information”) and that the same is and amounts to a “Trade Secret” and shall not be disseminated, used, or manufactured in whole or in part without the express written consent and approval of Kool Manufacturing Company.

4. Jurisdiction and Venue

The parties agree that jurisdiction and venue over any disputes under this agreement shall be solely and exclusively in the Circuit Court of Cross County, Arkansas.

5. Modifications

This agreement may not be changed or modified except by written notice signed by the parties.

In witness, the authorized representatives of the parties have executed this agreement.

Kool Manufacturing Company,

By: _____

Title: _____

Date: _____

Prospective Buyer: _____

Title: _____

Date: _____

Third party: _____

Title: _____

Date: _____