

## MUTUAL CONFIDENTIALITY AGREEMENT

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This Mutual Confidentiality Agreement ("Agreement") is entered into as of the 2 ad day of February, 2015 by and between The RPIA Group, PO Box 803, Westfield, IN 46074. RPIA is an Indiana LLC and \_\_\_\_\_ (Company) are collectively referred to herein as "Parties", in singular or plural usage, as required by context.

### **1. Purpose of This Agreement**

The intent of this Agreement is for the Parties to discuss and exchange material regarding the supply of RPIA's proprietary ingredients and/or compounds to Company for Company's distribution to its' members pursuant to Company's purchasing program (the "Purpose") and to protect the confidential nature of such discussions. In order to facilitate the discussions contemplated hereunder, each Party may receive from, and provide to, the other Party, certain Confidential Information, as defined below. Each Party's information is proprietary, secret, and confidential, and will be disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") on the following terms and conditions.

### **2. Definition of Confidential Information**

"Confidential Information" shall mean any information related to the Purpose set forth above and disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly. Confidential Information may include, by way of example, but without limitation, RPIA's request for proposal response, products, specifications, formulae, samples, know-how, pricing information, inventions, ideas, and other information, or its potential use, that is owned by or in possession of Company or RPIA.

Confidential Information disclosed under this Agreement shall be any and all information in written, oral, printed, documentary, or electronic form that has been and is provided, directly or indirectly, by or through the Disclosing Party to the Receiving Party with the intention of the Receiving Party to investigate and evaluate specific business arrangements under discussion with respect to the Purpose.

Confidential Information shall not include that which: (a) is in the public domain prior to disclosure by Disclosing Party; (b) becomes part of the public domain, by publication or otherwise, through no unauthorized act or omission on the part of the Receiving Party; (c) is lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; or (d) is independently developed by an employee(s) of the Receiving Party with no access to the disclosed Confidential Information.

### **3. Identification Requirement**

Confidential Information disclosed under this Agreement shall be in written or other tangible form and marked (e.g. "Confidential" or "Proprietary") at the time of disclosure, or, if the initial disclosure is not in written or other tangible form, the Confidential Information shall be so identified at the time of disclosure and shall be reduced to written or other tangible form, appropriately marked and submitted by the Disclosing Party to the Receiving Party, as soon as reasonably practicable thereafter but no later than thirty (30) days after disclosure. Failure of Receiving Party to object to "Confidential" or "Proprietary" designation of information does not constitute a waiver of the right to object to this designation at a later time.

### **4. Obligations of Protection**

Proper and appropriate steps shall be taken and maintained by the Receiving Party, at all times, to protect the Confidential Information received. Dissemination of Confidential Information shall be limited to employees or agents that are directly involved with the Purpose, and even then only to such extent as is necessary and essential. The Parties shall inform their employees and agents of the confidential nature of the information disclosed hereunder and cause all such employees and agents to abide by the terms of this Agreement.

### **5. Obligations of Non-disclosure**

The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any unauthorized party without prior express written consent of the Disclosing Party or unless required by law or court order. If a Party is required by law or court order to disclose Confidential Information of the other Party, they shall give the Disclosing Party prompt notice of such requirement so that an appropriate protective order or other relief may be sought.

### **6. Authorized Use and Ownership of Confidential Information**

Confidential Information will be used only in connection with the Purpose set forth above; no other use will be made of it by the Receiving Party, it being recognized that both Parties have reserved all rights to their respective Confidential Information not expressly granted herein.

All documents containing Confidential Information, ingredients or samples, provided by the Disclosing Party shall remain the property of the Disclosing Party, and all such documents (and copies thereof), ingredients or samples shall be returned or destroyed upon the request of the Disclosing Party. Documents prepared by the Receiving Party using

Confidential Information of the Disclosing Party, or derived therefrom, shall be destroyed upon request of the Disclosing Party, confirmation of which shall be provided in writing. The Receiving Party, however, may keep one copy of any document requested to be returned or destroyed in the files of its legal department or outside counsel for record purposes only.

**7. Term of Disclosure and Duration of Confidentiality**

The period for disclosure of Confidential Information between the Parties under this Agreement shall be one (1) month from the Effective Date. The obligations imposed by this Agreement, including but not limited to non-disclosure and non-use, however, shall endure for five (5) years from the Effective Date.

**8. Ownership of Intellectual Property**

This Agreement is for the evaluation of the Purpose set forth. Should the Parties hereto choose to pursue such activities, the Parties hereby agree to draft a subsequent written agreement for such activities.

Except as expressly provided herein, no license or right is granted hereby to the Receiving Party, by implication or otherwise, with respect to or under any patent application, patent, claims of patent or proprietary rights of the Disclosing Party.

**9. General Provisions**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, USA (notwithstanding conflict of laws) and the Parties hereby submit to non-exclusive jurisdiction and venue in the state and federal courts of Indiana for purposes of interpretation, validity, and enforcement of the terms of this Agreement.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

Failure to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof.

No amendment, modification, or waiver of the terms of this Agreement shall be binding unless placed in writing and duly executed by the Parties' authorized representatives.

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The Parties, through their authorized representatives, hereby agree to the terms and conditions of this Agreement.

The RPIA Group	RPIA Partner Company
By:	By: _____
Name: <u>_Rick D. Crawford_____</u>	Name: _____
Title: Managing Partner	Title: _____
Date	Date: _____

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