

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into as of the ____ day of _____ 20__ (“Effective Date”) by and between Noble Plastics, a Louisiana LLC having an office and place of business at 318 Burleigh Lane, P.O. Box 218, Grand Coteau, LA 70541 (“NOBLE”), and _____, a corporation having an office and place of business at _____ (“COMPANY”).

The parties agree as follows:

1. For the purpose of this Agreement the bolded terms shall have the following meanings: **“Disclosing Party”** means a party to this Agreement which supplies Proprietary Information (as hereinafter defined) to the other party to this Agreement; **“Receiving Party”** means a party to this Agreement which receives Proprietary Information (as hereinafter defined) from a Disclosing Party; and **“Proprietary Information”** means information in any form, tangible or intangible, which may be disclosed by a Disclosing Party to a Receiving Party, which is nonpublic, proprietary, a trade secret or confidential in nature. In the event that a Disclosing Party furnishes samples, software or equipment to the Receiving Party, the items so received and any information learned therefrom shall be treated as Proprietary Information under this Agreement. Proprietary Information disclosed by a Disclosing Party to a Receiving Party shall be identified in writing or other tangible form at the time of disclosure, or within thirty (30) days of non-written disclosure, as the Proprietary Information of the Disclosing Party. Specifically, NOBLE may disclose to COMPANY Proprietary Information relating to design, development, methods, processes, components, formulation, ingredients, samples, manufacture and/or use of products. COMPANY may disclose to NOBLE Proprietary Information relating to design, development, methods, processes, components, formulation, ingredients, samples, manufacture and/or use of products.
2. Proprietary Information disclosed by the Disclosing Party to the Receiving Party shall be used by the Receiving Party solely to assess the feasibility of engaging in future business opportunities with the Disclosing Party (“Purpose”).
3. Within thirty (30) days of completion of its evaluation, each party will make available to the other party the results of the evaluation. The results of the evaluation shall be considered Proprietary Information.
4. All disclosures subject to this Agreement shall be completed within five (5) years of the Effective Date (“Disclosure Period”). The Receiving Party, on behalf of itself and its employees and agents, safeguard the confidentiality of the Proprietary Information received from Disclosing Party and shall neither disclose nor use such information in a

manner other than the Purpose for a period extending to two (2) years from the end of the Disclosure Period or this Agreement's earlier termination in Paragraph 10.

5. The Agreement shall not affect the Receiving Party's rights to use or disclose information:
 - a) which is or may hereafter be publicly available;
 - b) which Receiving Party can show was known to it prior to the disclosure by Disclosing Party;
 - c) which is disclosed to Receiving Party by a third party subsequent to disclosure by Disclosing Party;
 - d) which is or may hereafter be disclosed by Disclosing Party to a third party without restrictions on disclosure or use;
 - e) which is independently developed by Receiving Party without reference to or use of Disclosing Party's Proprietary Information;
 - f) which is required to be disclosed pursuant to governmental or judicial process; provided that the notice of such process is promptly provided to Disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure; or
 - g) which Disclosing Party agrees in writing prior to disclosure that Receiving Party may disclose.

6. For purposes of Paragraph 5, Proprietary Information supplied by a Disclosing Party to a Receiving Party pursuant to this Agreement shall not be deemed to be publicly available or in the possession of Receiving Party merely because it encompasses general disclosures or subcombinations that are publicly available, or in the prior possession of the Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Receiving Party's possession, but only if the combination itself and its principle of operation are in the public domain or in the Receiving Party's possession.

7. Receiving Party shall not analyze or disassemble, or cause to be analyzed or disassemble, any sample or software provided by a Disclosing Party pursuant to this Agreement, nor shall Receiving Party provide such samples or software to a third party, except as provided in Paragraph 11 below, nor shall Receiving Party allow a third party to analyze or disassemble, or cause to be analyzed or disassembled, or have access to, such samples or software, unless the Disclosing Party provides prior written permission to do so.

8. Each party warrants that it has the right to disclose the Proprietary Information actually disclosed under this Agreement.

9. Except for the right to use granted in Paragraph 2 above, no right or license, either express or implied, under any patent, copyright, trade secret, know-how or Proprietary Information is granted hereunder.
10. Either party may terminate this Agreement upon thirty (30) days written notice to the other party at its address written above, after which its obligations to the Disclosing Party shall be limited to non-analysis, non-disclosure and non-use as set forth in this Agreement as to Proprietary Information transmitted to Receiving Party by Disclosing Party prior to termination. Notice shall be effective upon mailing, if correctly addressed with sufficient postage. Notice sent to NOBLE shall be to the attention of the President.
11. NOBLE may disclose COMPANY's Proprietary Information disclosed hereunder to its contractors and suppliers only to the extent necessary to further the business purpose between NOBLE and the COMPANY, provided that such contractor or supplier agrees to be bound by the terms of this Agreement. In addition, a Receiving Party may disclose a Disclosing Party's Proprietary Information to a professional advisor, upon receipt of Disclosing Party's written permission to do so and provided that such professional advisor agrees, prior to such disclosure, to be bound by the terms of this Agreement.
12. The Receiving Party shall, upon the written request of the Disclosing Party, exert reasonable efforts to return all documents containing Proprietary Information or samples embodying Proprietary Information furnished by the Disclosing Party pursuant to this Agreement. To the extent it is not possible to return any portion of Disclosing Party's Proprietary Information. Receiving Party, upon the written request of Disclosing Party, shall certify in writing to Disclosing Party, the disposition or destruction of same. The Receiving Party, however, may retain a copy of Disclosing Party's Proprietary Information for archival purposes.
13. This Agreement may not be assigned without prior written consent of the non-assigning party.
14. This Agreement shall be governed by and interpreted under the laws of the State of Louisiana without giving effect to the choice of laws principles thereof, and may not be superseded, amended or modified except by written agreement between the parties.
15. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the treatment of Proprietary Information to which this Agreement relates.

16. Should any portion of the Agreement be legally held to be invalid, unenforceable, or void, such determination shall not have this effect of invalidating or voiding the remainder of this Agreement, and the parties hereby agree that the portion so held to be invalid, unenforceable, or void shall be deemed to have been stricken herefrom, and the remainder shall have the same force and effect as if such portion had never been included herein.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties on the date first written above

NOBLE PLASTICS LLC

By: _____

Typed Name: Melissa B. Rogers

Title: President

By: _____

Typed Name: _____

Title: _____