

Confidentiality Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 1993_ at Burnsville, Minnesota, by and between Halsey Creative Services, Inc., (HCSI) (hereinafter called "HALSEY CREATIVE SERVICES, INC."),

AND _____ (hereinafter called "RECEIVING PARTY")

WHEREAS, HALSEY CREATIVE SERVICES, INC. is the owner and/or possessor of certain secret ideas, formulas, processes, recipes, manuals, drawings, plans, designs, specifications, tooling, equipment and other items, including subsequent developments and improvements thereof arising from this Agreement (hereinafter collectively referred to as "HCSI Proprietary Information"); and WHEREAS, RECEIVING PARTY acknowledges that HCSI Proprietary Information has and is being developed by HALSEY CREATIVE SERVICES, INC. through the expenditure of substantial time, effort, and money, and is a valuable and necessary asset which HALSEY CREATIVE SERVICES, INC. must retain in confidence and withhold from disclosure and availability to others; and, WHEREAS, it is desirable that HALSEY CREATIVE SERVICES, INC. disclose certain of the HCSI Proprietary Information to RECEIVING PARTY for the purposes of development, improvement, fabrication, and/or manufacturing thereof for the sole and exclusive ownership and use by HALSEY CREATIVE SERVICES, INC.; and, WHEREAS, it is the mutual desire of both parties heretofore to preserve the secrecy and confidentiality of HCSI Proprietary Information and subsequent developments and improvements thereof for the sole and exclusive ownership and use of the HALSEY CREATIVE SERVICES, INC.;

NOW, THEREFORE, in consideration of the disclosure and the other undertakings giving rise to such disclosure, it is hereby agreed as follows:

1. HALSEY CREATIVE SERVICES, INC. will deliver and/or disclose certain HCSI Proprietary Information to RECEIVING PARTY, including without limitation, its Specifications of Client Product Information for which HCSI is subcontracting, formulations and designs for producing the following products: for HALSEY CREATIVE SERVICES, Inc. exclusive use.

2. Except as authorized by this Agreement or as otherwise authorized in writing by HALSEY CREATIVE SERVICES, INC., RECEIVING PARTY agrees that: It will not disclose HCSI Proprietary Information to others, including, without limitation, its parent, its subsidiaries, its affiliated, independent contractors, and outside contractors: It will not use HCSI Proprietary Information for its own account or purposes, or for the purposes or any other party; It will not make, Photocopy, or otherwise reproduce or disclose any documents or copies of documents containing disclosures of HCSI Proprietary Information and any portion thereof; It will not communicate or disclose to others that HCSI Proprietary Information has been disclosed to RECEIVING PARTY or that RECEIVING PARTY is performing fabrication for or on behalf of DISCLOSING PARTY; and It will not disregard its obligations of confidence and use by selecting a series of items of knowledge from unconnected sources and fitting them together through its knowledge or use of HCSI Proprietary Information and any portion thereof so as to attempt to justify use thereof for its own account or purposes or that of any other party.

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3. The obligations in Paragraph 2. shall not apply to: Information which is in the public domain as of the date of execution of this agreement or which later comes into the public domain from a source other than the RECEIVING PARTY; Information which RECEIVING PARTY had in its possession in written or physical embodiment form prior to the date of execution of this agreement; and Information which comes to RECEIVING PARTY from a bonafide third party source having the right to disclose such information to RECEIVING PARTY.

4. RECEIVING PARTY agrees that: It will be responsible for maintaining the secrecy and confidentiality of HCSI Proprietary Information and any portion thereof disclosed to it; It will take reasonable measures to prevent unauthorized disclosure of HCSI Proprietary Information and any portion thereof; It will disclose HCSI Proprietary Information and any portion thereof only to such of its employees as are necessary to carry out the purposes of this Agreement, and make such employees aware of the obligations of confidentiality and use contained in this Agreement; It will take all reasonable measures to enforce the obligations of confidentiality and use contained in this Agreement with respect to its employees or former employees who, while in the employ of RECEIVING PARTY, may have had access to HCSI Proprietary Information and any portion thereof, and, It will, upon request of DISCLOSING PARTY, promptly return to HALSEY CREATIVE SERVICES, INC., any and all documents and or materials containing HCSI Proprietary Information disclosed to it, together with all copies thereof.

5. RECEIVING PARTY agrees to indemnify and hold harmless HALSEY CREATIVE SERVICES, INC. from all damages and expenses, including reasonable attorney's fees, which HALSEY CREATIVE SERVICES, INC. may sustain as a result of any unauthorized disclosure by RECEIVING PARTY hereunder.

6. RECEIVING PARTY agrees that any drawings, designs, specifications, films, layouts, keylines, and other HCSI Proprietary Information, including any subsequent developments and improvements created and developed by RECEIVING PARTY pursuant to paragraph 1., shall be legended: "COPYRIGHT HALSEY CREATIVE SERVICES, INC.". Copies thereof shall be promptly forwarded to HALSEY CREATIVE SERVICES, INC. upon request.

7. RECEIVING PARTY acknowledges that no license rights or ownership under the HCSI Proprietary Information are granted or transferred hereunder, either directly or by implication.

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8. This agreement shall be interpreted and enforced according to the laws of the State of Minnesota. It shall be binding upon successors and assigns. It may not be changed, modified, or amended except by the express written agreement of the parties hereto. WHEREFORE, the parties hereto have entered into this Confidentiality Agreement on the day and year first above written.

ATTEST:

BY: Halsey Creative Services, Inc.

BY: _____

ATTEST:

BY: _____

(Legal name of Receiving Party)

BY: _____