



VENDOR NON-DISCLOSURE AGREEMENT

NAME _____

COMPANY NAME _____

COMPANY ADDRESS _____

SIGNATURE _____ DATE _____

Rimeco Products, Inc. desires to have the vendor consider furnishing supplies and/or services. To enable the Vendor to consider furnishing these supplies and/or services, Rimeco must disclose certain confidential information. In consideration of the opportunity to propose furnishing such supplies and/or services, the Vendor agrees as follows:

“Confidential Information” means all information that Rimeco Products, Inc. regards as confidential and may include, without restriction, technical data and procedures, product designs or concepts, business and financial information, customer identities, and manufacturing procedures. In consideration of receipt of such information disclosed in writing and labeled “Rimeco Products Controlled Document,” or if disclosed orally and reduced to writing and delivered to the above signed, appropriately marked as “Controlled”, within thirty (30) days after such oral disclosure, the Vendor agrees as follows: 1) all such information shall be kept safe from disclosure, directly or indirectly, to others for a period of five (5) years from date of conveyance to the Vendor; 2) Rimeco Products’ proprietary information shall not be used by the Vendor for any purpose other than described above and shall not be disseminated to any Vendor personnel not having a need-to-know; 3) upon the request of Rimeco Products, the Vendor shall return all such information received, including any copies; 4) The Vendor shall not contact Rimeco Products’ customer, either directly or indirectly, regarding information disclosed under this Agreement; and 5) the Vendor shall not contact any Rimeco Products competitor, either directly or indirectly, regarding the information disclosed under this Agreement.

The non-disclosure obligations stated above shall not apply to information a) in the public domain; b) previously known to the Vendor; c) acquired by the Vendor from a third party having a right to disclose the information; d) which is disclosed by its use; or e) is independently developed by the Vendor.

The Vendor agrees to hold in confidence all Confidential Information and not disclose such information to any other party without the written consent of Rimeco Products and to refrain from making use of the information for his own or his employer’s benefit. Therefore, the Company and Vendor agree that the Company shall be entitled to injunctive and/or other equitable relief, as well as any other rights and remedies which the Company may be entitled to in the event of any breach or threatened breach of this Agreement.

By its acceptance of Rimeco Products’ confidential information, the Vendor agrees to the above stipulations. The Agreement shall expire five (5) years from the effective date of the Agreement. This Agreement may not be modified except by written amendment executed by the parties hereto.