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STANDARD CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is between _____ (_____ or “**Disclosing Party**”) and **Aardvark Associates, Aspers PA** (“**Aardvark Associates**” or “**Receiving Party**”). and Aardvark Associates are referred to together as the “**Parties**.”

Background

- A. The Parties are contemplating a relationship (the “**Relationship**”). The term “Relationship” is intended to cover both the preliminary discussions of the Relationship as well as the Relationship itself, if it is consummated. The Relationship may simply be a visit or conversation by Aardvark Associates with the Disclosing Party.
- B. the Disclosing Party may wish to share confidential and proprietary information with Aardvark Associates, and in order to protect that information they have agreed to enter into this Agreement.

In consideration of the right to enter into discussions regarding the Relationship and to be privy to confidential information of one another, the Parties, intending to be legally bound, agree as follows:

1. **Non-Disclosure Obligation**. The Receiving Party agrees not to disclose, communicate, transfer, give, sell, license or lease any Confidential Information (as defined below) of the Disclosing Party to any person or entity other than the employees and agents of the Receiving Party who need to have such information in order to fulfill the Receiving Party’s obligations or rights in connection with the Relationship. ¹ The Receiving Party may use the Disclosing Party’s Confidential Information for the sole purpose of fulfilling the Receiving Party’s obligations in connection with the Relationship. “**Confidential Information**” of the Disclosing Party is non-public or proprietary information or data of the Disclosing Party and its business, products, technology, customers and clients, regardless of the form of the information or data (e.g. written, oral or electronic). “Confidential Information” also includes any trade secrets and intellectual property (e.g. patents, copyrights, trademarks) of the Disclosing Party.
2. **Duration of Obligation**. The Parties shall be bound by their non-disclosure and non-use obligations under this Agreement for the duration of the Relationship and for two (2) years after the termination of the Relationship or discussions regarding the Relationship if it is not consummated. However, that with respect to any Confidential Information that constitutes a “**Trade Secret**” under Pennsylvania law, the Parties’ obligations shall last for as long as such information continues to meet the definition of Trade Secret.
3. **Ancillary Obligations**. The Receiving Party shall ensure that all employees or agents to whom it communicates the Disclosing Party’s Confidential Information understand fully the confidentiality obligations of the Receiving Party with respect to such information. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party, and Receiving Party shall diligently assist Disclosing Party in minimizing the scope and impact of such unauthorized use or disclosure. The Receiving Party shall promptly return any of the Disclosing Party’s Confidential Information upon the request of the Disclosing Party, including any copies or extracts of such Confidential Information.
4. **Miscellaneous**. This Agreement shall be governed by the laws of the State of Pennsylvania. Any legal action relating to this Agreement shall be conducted in the state or federal courts of Pennsylvania. It shall be binding on and inure to the benefit of the Parties, their successors and permitted assigns. This Agreement contains the entire agreement of the Parties with respect to its subject matter, and it supersedes all prior agreements or understandings with respect to its subject matter. This Agreement may be legally modified or amended only by a written amendment signed by both Parties. This Agreement may be superseded by other non-disclosure provisions if the Parties agree to proceed with the Relationship. Any work product or deliverables (documents, proposals, prototypes, code or others) produced in connection with the Relationship shall be owned solely by the Disclosing Party as “work made for hire” and Aardvark Associates shall take all necessary action to convey all rights to the Disclosing Party. In providing information to the Receiving Party, the Disclosing Party shall not be deemed to be making any representations, express or implied, as to the information’s adequacy, sufficiency or freedom from error of any kind. Nothing in this Agreement shall grant any express or implied right, title, interest or license in or to the Confidential Information of the Disclosing Party other than the conditional right to use such information

¹ n.b. Agents of the Parties include potential co-packers of product for the Disclosing Party and the US Food and Drug Administration (US FDA), for the purposes of defining a Filed Process as required by 21 CFR §113, §114, or §117. The US FDA treats such information as a Trade Secret not subject to Freedom of Information Act (FOIA) disclosure.

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for purposes of the Relationship. The rights of the Receiving Party to use the Confidential Information of the Disclosing Party may not be assigned to a third party without the Disclosing Party's prior written consent.

EFFECTIVE DATE OF AGREEMENT

SIGNATURES

Authorized signature _____
Printed name _____
Title _____
Date _____
Address _____

Telephone _____
Email address _____

Aardvark Associates
Authorized signature  _____
Printed name David A French
Title Owner & Thermal Process Authority
Date _____
Address 591 Pine Grove Furnace Rd
Aspers PA 17304-9652
Telephone 717-677-6781
Email address dave@processauthority.com