

**THIS MUTUAL NON-DISCLOSURE AGREEMENT** is made with effect from [date \_\_\_\_\_] (the "Effective Date") between:

- (1) **REYCOMP INC.**, a Texas corporation having offices at 2525 Dalworth St, Grand Prairie, Texas 75050; and
- (2) [COMPANY NAME \_\_\_\_\_] whose registered office or principal place of business is at [Address \_\_\_\_\_] , with company number [Company Number \_\_\_\_\_] ("the Company")

**WHEREAS**

REYcomp and the Company wish to enter into discussions during which it will be necessary for each party (the "Disclosing Party") to disclose to the other (the "Receiving Party") information of a confidential or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software and data, physical objects and samples) provided that any disclosure of Information made in writing shall be marked confidential or with words of similar effect and that any disclosure made orally shall subsequently be reduced to writing by the Disclosing Party and marked confidential or with words of similar effect with a copy sent to the Receiving Party within 21 days of disclosure ("Information").

**IT IS AGREED AS FOLLOWS:**

- 1. This Agreement will apply to any disclosure of Information on the Effective Date and for [12] months thereafter. The opportunity to provide Information under this Agreement may be terminated at any time upon [30] days' written notice or immediately if either party has reason to believe that the other party is in breach of any of the obligations contained herein. Such termination or any expiration shall not affect any obligation imposed by this Agreement with respect to Information received prior to such termination.
- 2. The Receiving Party shall keep confidential the Information for [five (5)] years from the date of disclosure, and shall not disclose the Information to any other person or company without the Disclosing Party's prior written consent, and shall not itself make any use of such Information for any purpose other than the purpose of [provision of goods and services to REYcomp] ("the Authorized Purpose").
- 3. The Receiving Party shall: (a) take the same care in protecting the Disclosing Party's Information as it takes in protecting its own confidential information and in any event not less than that which a reasonable person or business would take in protecting its own confidential information; (b) only disclose Information on a need-to-know basis to such of their employees, agents, consultants and contractors as are under similar obligations of confidentiality as contained in this Agreement including, but not limited to, the use of the Information for the Authorized Purpose only; and (c) forthwith upon receipt of a written request from the Disclosing Party or upon termination:
  - (i) return all information supplied by the Disclosing Party as well as items and materials relating to or derived from the Information;
  - (ii) deliver to the Disclosing Party or at its request destroy immediately all items and materials made by the Receiving Party containing Information, that are not returned pursuant to paragraph (i) above;
  - (iii) not keep copies or duplicates of any items or materials referred to in paragraphs (i) or (ii) above; and
  - (iv) provide a certificate signed by a senior officer of the Receiving Party confirming that the provisions of this clause have been complied with.
- 4. This Agreement shall not apply to any Information which the Receiving Party: (a) can show is or becomes publicly available through no fault of the Receiving Party; (b) can show was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Information and who was not restricted from disclosing it; (d) can show is independently acquired by the Receiving Party as a result of work carried out by an employee, consultant or contractor of the Receiving Party to whom no disclosure of Information has been made; or (e) is required to disclose pursuant to a court order or relevant stock exchange provided that the Receiving Party shall have given prior written notice to the Disclosing Party.
- 5. This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Receiving Party of any of its rights under copyright, patents, trademarks, design rights or other similar rights. All Information supplied hereunder is supplied on an "as is" basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Party as a result of the Receiving Party's use of the Information.
- 6. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by either party. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
- 7. Notices shall be delivered personally, or by prepaid first class mail, or transmitted by facsimile to the parties at such address or number as the parties shall specify from time to time.
- 8. The Agreement is governed by and shall be construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law. The parties agree to submit to the exclusive jurisdiction to the courts of the State of Texas as to any matters relating to or arising from this Agreement. This Agreement is not intended to benefit any third party, and no person or entity which is not a party to this Agreement shall have any right to enforce any provision of this Agreement. This Agreement contains the entire understanding relative to the protection of the Information covered by this Agreement, is executed by authorized representatives of each party and supersedes all prior and collateral communications, reports and understandings, if any, between the parties regarding the Information.

For and on behalf of  
**REYCOMP INC.**

For and on behalf of  
[COMPANY NAME \_\_\_\_\_]

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_