

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Western Extrusions Corporation, a Texas corporation (the "Company"), and \_\_\_\_\_, a \_\_\_\_\_ ("Recipient").

### WITNESSETH:

WHEREAS, the Company is considering engaging Recipient to perform certain work for the Company and, in connection with such possible engagement, the Company may furnish to Recipient certain Confidential Information (as defined hereinbelow); and

WHEREAS, prior to supplying any Confidential Information to Recipient, the Company requires that Recipient agree to the terms and conditions set forth in this Agreement and Recipient is willing to agree, and hereby agrees, to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the receipt and sufficiency of which are hereby acknowledged, the Company and Recipient hereby agree as follows:

1. Confidentiality. Recipient shall maintain in strict confidence, except as permitted hereunder, the Confidential Information which the Company, or any of its representatives or affiliates, has disclosed or delivered or shall hereafter disclose or deliver, either in written form or orally, to Recipient or its affiliates, principals, advisors or representatives. The Confidential Information shall at all times be and remain the property of the Company and nothing contained in this Agreement or otherwise shall be construed as granting or conferring any right by license or otherwise to Recipient in any of the Confidential Information. Without the Company's prior written consent, Recipient shall not deliver or disclose the Confidential Information, or any part thereof, to any other person or entity except as may be required by applicable law, regulation or legal process. For purposes of this Agreement, "Confidential Information" means all information, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, reports, trade and business secrets, customer's names and addresses, financial, credit and accounting information and information regarding planning, purchasing, selling, marketing, and customer relations (including the business relationship between the parties), techniques, specifications and any other non-public information concerning, relating to, belonging to or in the possession of the Company, any of its affiliate(s) or any third party to which the Company and/or any of its affiliates has/have an obligation of confidentiality, which is supplied by the Company to Recipient or obtained by Recipient from the Company, whether in writing, orally or by observation, and whether or not marked as confidential; provided, however, that Confidential Information shall not include: (i) information already in Recipient's possession prior to its receipt thereof from the Company, (ii) information that is obtained by Recipient from a third person who is not affiliated with the Company and who is not prohibited from disclosing such information to Recipient by any contractual, legal or fiduciary obligation to the Company; or (iii) information that is or becomes publicly available through no fault of Recipient. Notwithstanding the foregoing, Recipient may disclose and deliver the Confidential Information only to its employees who need to know such Confidential Information in connection with Recipient's possible work for the Company (and not to any other person or entity); provided that each such person to which disclosure is so permitted is instructed and agrees in writing to observe the confidentiality requirements hereof; and provided, further, that Recipient shall be responsible for any breach of such requirements by any such person. Recipient shall not use or permit the use of

the Confidential Information for any purpose other than in connection with work to be performed by Recipient for the Company. Recipient shall be liable for any and damages, costs, fees and expenses (including, but not limited to, attorney's fees and court costs) that the Company may suffer or incur as a result of a breach of this Agreement by Recipient. The Company shall have all rights and remedies available at law and/or in equity (including, but not limited to, specific performance and damages) resulting from any breach of this Agreement by Recipient.

2. Return or Destruction of Materials. Upon request by the Company, Recipient shall promptly return to the Company or destroy all Confidential Information that has been provided to Recipient in written form, without retaining any copies thereof, and shall promptly delete and remove any emails and/or other communications received by Recipient concerning any of the Confidential Information.

3. Photographs, Videotapes and Reproductions. Recipient shall not take any photograph or videotape or make any reproduction at or inside the offices or facilities of the Company. Recipient acknowledges and agrees that photographs, videotapes and/or reproductions provided by the Company are Confidential Information and, as such, are restricted by the Company.

4. No Representations. Recipient acknowledges that neither the Company nor any of its affiliates or representatives has made, and none of the Confidential Information shall constitute, a representation or warranty as to the accuracy or completeness of the Confidential Information. Without limiting the generality of the foregoing, Recipient acknowledges that any summaries of information that are contained in the Confidential Information will not necessarily be complete and accurate descriptions of the full Confidential Information in question, and Recipient will conduct and rely upon its own independent review of the actual Confidential Information.

5. Miscellaneous. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. No provision of this Agreement may be waived or modified other than by a writing signed by the Company and Recipient.

6. Effect of Agreement. This Agreement is not intended to be a commitment or contract to enter into any transaction between Recipient and the Company, or an agreement or offer to enter into a commitment, contract or any other agreement or arrangement with respect to the Company, but is merely an agreement relating solely to the Confidential Information. The terms of any transaction with respect to Recipient and the Company will be binding upon the parties only in accordance with the terms contained in a written agreement if, as and when such a written agreement has been executed and delivered by Recipient and the Company. Neither Recipient nor the Company is obligated to enter into any such written agreement.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Executed and effective as of the Effective Date.

**RECIPIENT:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY:**

**WESTERN EXTRUSIONS CORPORATION,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_