

**MUTUAL CONFIDENTIALITY, NONDISCLOSURE AND TRADE
SECRETS AGREEMENT**

1. Parties; Effective Date. This Mutual Confidentiality, Nondisclosure and Trade Secrets Agreement (“Agreement”) is between UMF Corporation, an Illinois corporation with a mailing address 4709 Golf Road, Suite 300-A, Skokie, IL 60076, USA, its affiliates, successors and assigns (“UMF”), and _____, having its principal place of business at:

_____, its affiliates, successors and assigns (“RECIPIENT”). Each of UMF and RECIPIENT is a “Party” and collectively the “Parties.”

This Agreement is effective as of _____, 20____ (the “Effective Date”).

2. Purpose Of Disclosure; Protection Of Information.

2.1. The Parties desire to discuss prospective business opportunities, in connection with which the Parties may disclose Confidential Information (defined below) to each other. Each Party acknowledges the representations of the other as to the confidential and proprietary nature of the Confidential Information and agrees to use appropriate security measures to safeguard Confidential Information received. Accordingly, neither Party will use the other Party’s Confidential Information for any purpose other than to (a) evaluate and discuss possible business relationships between the Parties and (b) perform its obligations under any agreement between the Parties resulting from the discussions.

2.2. Each Party will hold all of the other Party’s Confidential Information in strict confidence and will not disclose, without the other Party’s prior written consent, any Confidential Information to any person other than to its employees who: (a) have a “need to know” such Confidential Information, and (b) have been advised of the confidential and proprietary nature of the Confidential Information. Each Party will be liable for any use or disclosure of Confidential Information by its employees and/or representatives that is not permitted pursuant to this Section 2. Each Party shall enforce this Agreement as to its employees and/or representatives and take any action, legal or otherwise, to cause them to comply with this Agreement. In that regard, each Party will protect the other Party’s Confidential Information by using the same degree of care regarding the Confidential Information that such Party would exercise regarding its own confidential information, but not less than reasonable care.

3. Confidential, Proprietary, Trade Secret Information.

3.1. UMF and RECIPIENT have developed confidential and proprietary information and materials relating to each of its businesses, including, but not limited to, technical know-how, procedures, specifications, formulations, ingredients, compositions of matter, inventions, ideas (whether or not patented), trade secrets, results of testing, protocols, processes, methods, compilations of data, strategic plans, sales and marketing plans, customer information, supplier information, financial information, and proposed agreements (collectively, “Confidential Information”). Such Confidential Information may be communicated in any medium, including

written, oral, electronic, and through visual inspection and observation. For the avoidance of doubt, the existence and the terms of this Agreement and the fact the Parties are engaging in confidential discussions shall be deemed Confidential Information belonging to each Party.

3.2. RECIPIENT understands and agrees that the information, product designs, fiber technology, processes, training, protocols, chemical technology and know-how provided by UMF (“Secret Information”) is deemed invaluable and is considered confidential, proprietary and a trade secret of UMF, and includes UMF-branded products designed by UMF and covered by patents, both issued and pending, copyrights, trademarks and product designs created by UMF.

3.3. Confidential Information shall not include information that is: a) entirely in the public domain; b) previously known to the recipient of the Information, as evidenced by written, dated business records of such recipient; c) received lawfully from a third party; or d) independently developed without access to the Confidential Information. The fact that individual elements of a Party’s Confidential Information may be in the public domain does not remove it from the protections of this Agreement if the combination of elements is not in the public domain. A Party shall promptly notify the other if it receives information that the disclosing Party believes to be confidential but the receiving Party believes is outside the scope of protection of this Agreement.

4. Further Protection Of Confidential Information

4.1. In consideration for each Party’s disclosure of its Confidential Information, each Party agrees not to analyze or reverse engineer, or attempt to analyze or reverse engineer, or otherwise attempt to determine the material, composition or method of manufacture, or attempt to analyze or replicate, improve, modify, test, evaluate, seek patent protection, or create variations on the products or other Confidential Information disclosed by either Party to the other Party to this Agreement.

4.2. RECIPIENT agrees that the Secret Information will be disclosed to persons within its organization on a strict “need to know” basis. All such persons to whom Secret Information is made available will be informed of the strictly confidential nature of the disclosure. The names of all persons to whom the Secret Information will be made by RECIPIENT will be reported to UMF, in writing, prior to disclosure.

4.3. From the Effective Date, and without limitation, RECIPIENT (including its legal representatives, employees, successors and assigns) shall maintain UMF’s Secret Information in the strictest confidence and shall not disclose any of UMF’s proprietary information to any third parties or use such information without the prior written consent of UMF.

5. Procedure For Disclosure

Whenever UMF discloses any of its Confidential Information to RECIPIENT hereunder a) UMF will identify such Confidential Information and b) RECIPIENT will execute an acknowledgment and receipt of such Confidential Information in a form of, or substantially equivalent to, that attached hereto as Exhibit A.

6. Orders To Disclose. If a Party becomes subject to a subpoena or other order issued by a court or government body or other body with valid jurisdiction that requires it to produce the other

Party's Confidential Information (an "Order"), it will, to the extent permitted by law: (a) promptly notify the other Party of the Order's terms and the circumstances surrounding its issuance; (b) consult in good faith with the other Party regarding possible responses to the Order and, if requested by the other Party, make reasonable efforts to narrow the Order's scope, obtain a protective order from the court, or produce documents to the court, government body or other body under seal with appropriate instructions regarding preservation of the information's confidentiality; and (c) if disclosure is required to prevent such Party from being subjected to contempt sanctions or other penalties, disclose only the Confidential Information that, in the written opinion of outside counsel, is legally required to be disclosed, consistent with a reasonable interpretation of the Order.

7. No Intellectual Property Rights Granted. Nothing in this Agreement grants a receiving Party any right to use the other Party's Confidential Information for any purpose other than those stated in Section 2.1.

8. Return Of Confidential Information. Upon a Party's written request, within ten (10) days of the request the other Party will either: (a) return all of the other Party's Confidential Information in its possession or under its control, including all copies and any materials the Party directly or indirectly created and which contains the other Party's Confidential Information; or (b) destroy every copy of the other Party's Confidential Information and any other tangible material embodying or containing Confidential Information and deliver to the other Party within five days thereafter a written statement confirming such destruction is complete.

9. Term; Survival. This Agreement will remain in effect from the Effective Date until terminated by either Party upon written notice to the other. Notwithstanding the termination of this Agreement, each Party's obligations under Section 8 shall continue indefinitely and each Party's obligations under Sections 2, 3, 4 and 6 will survive for all Confidential Information it received from the other Party unless an exception in Section 3.3 applies.

10. General Terms.

10.1. Given the nature of the Confidential Information and competitive damage that would result upon unauthorized disclosure, use or transfer to any third party, the Parties agree that monetary damages would not be a sufficient remedy for breach of this Agreement and that the disclosing Party is entitled to specific performance and injunctive and equitable relief.

10.2. This Agreement does not transfer or license any rights in the Confidential Information from either Party to the other Party.

10.3. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing signed by the Parties.

10.4. This Agreement shall be governed by the copyright, trademark, and patent laws of the United States and the internal laws of the State of Illinois without regard to its conflict of laws principles. Any dispute arising hereunder shall be heard, and venue shall lie, in a federal or state court in Cook County, Illinois.

10.5. The obligations of the Parties hereunder shall extend world-wide.

10.6. This Agreement shall be executed by an authorized representative of each Party. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. This Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original. Neither this Agreement nor any amendment or modification of this Agreement may be executed by means of an electronic signature.

AGREED AND ACCEPTED:

UMF Corporation

“ _____ ”

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: _____
Print

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Acknowledgement and Receipt of Confidential Information

Pursuant to their Mutual Confidentiality, Nondisclosure and Trade Secrets Agreement dated January 16, 2019, UMF Corporation (“UMF”) hereby discloses the following confidential information to RECIPIENT and RECIPIENT acknowledges receipt of such confidential information.

(UMF’s confidential information identified)

Signed: _____
UMF Corporation

RECIPIENT

Dated: _____

By: _____
(Authorized Representative)

(Authorized Representative)