



MALCO DESIGN & DELIVER GROUP
Bridging the gap from idea to market.

NON-DISCLOSURE AGREEMENT

Malco Products Incorporated recognizes and agrees that (your name) of (your mailing address) possesses certain proprietary information to which Malco Products Incorporated has access while doing business with (your name). Malco Products Incorporated further acknowledges that this proprietary information is unique to (your name) and that Malco Products Incorporated will not disclose or allow to be disclosed through action or inaction, intentional or unintentional, without the prior written consent of (your name), any such items of information at any time.

The same is true for proprietary information of Malco Products Incorporated, to which (your name) has access while doing business. (your name) will not disclose or allow to be disclosed through action or inaction, intentional or unintentional, without the prior written consent of the Malco Products Incorporated any such items of information at any time.

This restriction shall be deemed to encompass any such information that may come up during the period considered binding, even after termination of business relationship. Some examples of proprietary information are given below. This list is not all inclusive and the scope of proprietary information may extend well beyond the examples.

1. Manufacturing processes, formulas or suggested composition of products.
2. Purchase specifications, sketches, plans, drawings and other research and/or Engineering development data.
3. Memoranda, notes, records, letters, and other correspondence between Malco Products Incorporated and (your name).
4. Prices paid, volumes purchased, items purchased, and other confidential Supplier/Buyer data.
5. Customer lists and other confidential customer data.
6. Potential sales literature, promotional data, promotional effort information, etc.
7. Other books, charts, manuals, detailed information, etc., that are generated from and/or with Malco Products Incorporated

This Agreement does not apply to any proprietary information supplied that:

- a) Was known prior to disclosure by either party.
- b) Is or becomes generally available to either party other than by a breach of this contract.
- c) Otherwise becomes available from a third party who is not under an obligation of confidence to either party.
- d) Is publicly known at the time of disclosure to the recipient.

On Behalf of (your name):

Name: _____ Title: _____

Signature: _____ Date: _____

On Behalf of Malco Products Incorporated:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

13355 George Weber Drive, Suite C • Rogers, MN 55374 • Phone: (763) 428-0041 • Fax: (866) 496-5830

www.MalcoD2group.com

Corporate Office: Malco Products Inc, • Annandale, MN • www.malcotools.com