

## CONFIDENTIALITY AGREEMENT

This is an Agreement between Bradley Corporation, including its subsidiaries and affiliates (collectively "Bradley") and Recipient (identified below), based on the mutual exchange of consideration, the receipt and sufficiency of which is hereby acknowledged by Recipient.

1. **Background.** Bradley has developed and owns exclusive rights in Proprietary Information (defined below). As part of the evaluation and/or performance of a prospective or actual business relationship between Bradley and Recipient (the "Purpose"), Recipient may have the opportunity to receive, learn about, use, and/or apply Proprietary Information.

2. **Proprietary Information.** As used in this Agreement "Proprietary Information" will include, but is not limited to, any idea, concept, design, invention, patentable subject matter, new product, product idea, process, bill of materials, material handling, protocol, specification, method, system, plan, technique, procedure, model, program, software or code, data, model, drawing or diagram, flow chart, documentation, know-how, trade secret, work of authorship, copyrightable subject matter, derivative work, improvement or modification, intellectual property in any form or stage of development, technical or business information of Bradley or of any vendor or customer of Bradley that may be disclosed or otherwise obtained by Recipient from Bradley, or may be observed by Recipient at a Bradley facility, and other subject matter, material or information that is considered to be proprietary or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act, Wis. Stat. § 134.90. All such information and materials will be considered Proprietary Information, regardless of the form or manner of disclosure. Any disclosure under this Agreement shall be considered non-public, and all U.S. and foreign patent rights are expressly preserved.

3. **Ownership.** Recipient acknowledges and agrees that Proprietary Information is the sole and exclusive property of Bradley and is being made available to Recipient solely on a confidential, temporary and/or experimental basis. No rights in any intellectual property relating to Proprietary Information are licensed or transferred to Recipient by this Agreement. Recipient will not obtain or retain any rights in Proprietary Information.

4. **Obligations of Recipient.** Recipient acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of Proprietary Information. Recipient agrees that it will not use (other than for the Purpose), disclose to any third party or commercialize Proprietary Information without prior written authorization of Bradley. Recipient also agrees to adopt measures to protect the secrecy and confidentiality of Proprietary Information that are reasonable under the circumstances.

5. **Exclusions.** This Agreement imposes no obligation on Recipient with respect to information that Recipient proves, by contemporaneous documentary evidence: (a) was in the possession of Recipient before it was acquired by Recipient hereunder; (b) is or becomes available to the public through no fault of Recipient; (c) is received in good faith from a third party having no duty of confidentiality to Bradley; (d) Bradley subsequently discloses to a third party who has no obligation of confidentiality to Bradley; or (e) is developed by Recipient without any contribution by any employee or other representative of Recipient who had access to the Proprietary Information prior to such development. This Agreement will not be deemed to restrict Recipient from complying with a lawfully issued governmental order or other legal requirement to produce or disclose Proprietary Information; provided, however, that Recipient will promptly notify Bradley upon learning any request for such order or requirement, to enable Bradley to oppose the order or obtain a protective order. The parties will cooperate to a reasonable extent with each other in such proceedings. If Recipient is thereafter required to disclose Proprietary Information, Recipient and Bradley will endeavor to agree to a mutually satisfactory means to disclose such information.

6. **No Obligation to Disclose or to Negotiate; No Representation or Warranty.** Bradley shall have no obligation to disclose Proprietary Information to Recipient. Further, this Agreement is not intended, and will not be construed, to obligate either party to enter into any further agreement with the other party or to refrain from entering into any agreement or negotiation with any third party. Bradley makes no representation or warranty as to the accuracy of the Proprietary Information that it provides hereunder, and will not have any liability to Recipient for any damages that may arise as a result of Recipient's use of Proprietary Information.

7. **Return of Materials.** At the request of Bradley, Recipient will return to Bradley all materials that include or incorporate Proprietary Information.

8. **Employees and Agents of Recipient.** Recipient will be responsible for compliance with the terms of this Agreement by its employees and agents (if any). Recipient represents and warrants that it has entered or will enter into agreements (e.g. confidentiality agreements and/or intellectual property assignment agreements) with any such employees and agents as necessary to serve the Purpose, and agrees to provide to Bradley, upon request, copies of such agreements.

9. **Term.** This Agreement shall take effect as of the Effective Date, and shall remain in effect during any discussion of a prospective business relationship, the continuance of any actual business relationship, and for a period of three (3) years thereafter; provided, however, that the obligations of Recipient under Sections 3-8 of this Agreement shall also remain in effect thereafter with respect to any Proprietary Information that qualifies for protection as a trade secret under applicable law, for so long as such information so qualifies.

**10. Applicable Law, Jurisdiction and Venue.** This Agreement, and all disputes between the parties that arise out of or relate to the negotiation, execution, performance or enforcement of this Agreement, shall be governed by and construed according to the substantive and procedural laws, without reference to principles of conflicts of laws, of the State of Wisconsin and the United States. Any action arising out of or relating to this Agreement shall be determined exclusively by the Circuit Court for Milwaukee County, Wisconsin or the U.S. District Court for the Eastern District of Wisconsin and, in the event of an appeal, by the courts having jurisdiction to review the decisions of the courts specifically identified above. **The judge in any such action will be the finder of fact, each party hereby waiving any right to trial by jury therein.** Recipient hereby consents to *in personam* jurisdiction, and to venue exclusively in said courts, and hereby appoints the Secretary of State of Wisconsin as its agent for accepting service of process in any such action.

**11. Entire Agreement.** This document contains the entire agreement between the parties, superseding all prior and contemporaneous oral and written agreements, understandings, representations and negotiations between the parties on the subject hereof. There are no conditions to this Agreement that are not expressed in this document.

**ACKNOWLEDGED AND AGREED**

**RECIPIENT**

\_\_\_\_\_  
(Name of Entity/Company You Represent)

Company

Address: \_\_\_\_\_

\_\_\_\_\_  
(City and State)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BRADLEY CORPORATION (on its own behalf and on behalf of its affiliates/subsidiaries)**

By: \_\_\_\_\_  
(Signature of Authorized Bradley Employee)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_