

MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2007, by and between + (hereinafter referred to as “*”), having a business address at _____ and PRESSURE CHEMICAL CO., having a business address at 3419 Smallman Street, Pittsburgh, PA 15201 (hereinafter referred to as “PRESSURE”).

WHEREAS, * is considering entering into an agreement with Pressure whereby Pressure will provide process development services and/or produce one or more of the products, as listed in Appendix A, on a custom basis in collaboration with *; and

WHEREAS, Pressure is interested in entering into an agreement with * to provide process development services and/or manufacture products for sale to *; and

WHEREAS, the parties wish to make mutual disclosures and exchange of certain CONFIDENTIAL INFORMATION, as hereinafter defined, for the purposes of evaluation and analysis to determine whether the parties wish to engage in a future business relationship with respect to such CONFIDENTIAL INFORMATION;

NOW, THEREFORE, for and in consideration of the premises, mutual promises, and covenants contained herein, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION (the “INFORMATION”) as used herein shall mean all information, documentation and devices, including but not limited to formulae, manufacturing procedures, equipment used in manufacturing, quantities and qualities of chemicals to be used in manufacturing, the "recipe" to be used concerning the quantity/quality of materials and mixtures to be formed, the time necessary for chemical reactions, and customer lists and sales and distribution information, disclosed or made available to the receiving party in writing by the disclosing party regarding or related to the chemicals and marked as confidential. Any confidential disclosure made in intangible form shall be confirmed by the discloser in writing within ten days, in sufficient detail to identify the boundaries of the obligation of confidentiality hereunder.
2. The Parties acknowledge and agree that INFORMATION is a valuable trade secret of the disclosing party and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the disclosing party.

In consideration of the disclosure of INFORMATION, the receiving party agrees to treat the INFORMATION in confidence and to undertake the following additional obligations with respect thereto:

- (a) to use the INFORMATION for the sole purpose of (i) determining if the parties will enter into an agreement for the provision of process development

services and/or the manufacture of the subject chemicals, and (ii) performing the services and/or manufacturing the chemicals if the parties so agree;

(b) not to discuss or disclose the INFORMATION to anyone other than those of the receiving party's employees who have a need to know it to perform the limited tasks set forth in item (a) above and who are bound to the receiving party by an agreement no less restrictive than this agreement;

(c) to return the INFORMATION and all documents, notes or physical evidence thereof to the disclosing party:

(i) upon a decision that the parties will not enter into an agreement for the provision of the services and/or manufacture of the subject chemicals; (ii) upon termination of a custom synthesis agreement entered into between the parties; (iii) upon a determination that the receiving party no longer has need for the INFORMATION; or (iv) upon a request by the disclosing party, whichever first occurs,

except that the receiving party may retain one copy thereof in its legal files for the sole purpose of identifying its obligations under this Agreement.

3. The above notwithstanding, the receiving party's obligation of confidence with respect to the INFORMATION disclosed hereunder shall not include:

(a) INFORMATION which, at the time of disclosure to the receiving party is published, known publicly or is otherwise in the public domain;

(b) INFORMATION which after disclosure to the receiving party is published or becomes known publicly or otherwise becomes part of the public domain, through no fault of the receiving party;

(c) INFORMATION which, prior to the time of disclosure to the receiving party, is known to the receiving party, as evidenced by its written records;

(d) INFORMATION which has been disclosed to the receiving party in good faith by a third party who was not, or is not, under any obligation of confidence or secrecy to the other party at the time said third party discloses to the receiving party.

(e) INFORMATION which may be independently developed by employees or consultants of receiving party without access to the confidential INFORMATION.

4. No right or license to use any INFORMATION disclosed hereunder, either express or implied, is granted by either party to this Agreement. The disclosure of confidential INFORMATION by one party to the other under the terms of this Agreement shall not

obligate either party to enter into any further agreements with the other party relating to the subject matter of this Agreement.

5. The obligations of confidentiality and nonuse set forth herein shall remain in effect for a period of ten (10) years after the date of this agreement.
6. The receiving party shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the disclosing party or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
7. If no initial disclosure of CONFIDENTIAL INFORMATION is made within thirty (30) days of execution hereof, this Agreement shall be null and void ab initio, and of no consequence to the parties whatsoever.
8. The jurisdiction under which this agreement is to be construed is the Commonwealth of Pennsylvania.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

+

PRESSURE CHEMICAL CO.

By: _____

By: _____

Title:

Title:

Date: _____

Date: _____

APPENDIX A TO
CONFIDENTIALITY AGREEMENT
Between Pressure and *
Dated:

Products or
Manufacturing
Processes

Date of
Initial
Disclosure

*
By

Pressure
By

