

CONFIDENTIALITY AGREEMENT

This is an Agreement between Bradley Corporation, including its subsidiaries and affiliates, and Recipient (identified below), including its subsidiaries and affiliates, based on the mutual exchange of consideration, including the evaluation of a prospective or actual business relationship, the receipt and sufficiency of which is hereby acknowledged by the parties.

1. **Background.** Bradley has developed and owns exclusive rights in Proprietary Information. As part of a prospective or actual business relationship with Bradley, Recipient may have the opportunity to evaluate, learn about, use, and/or apply Proprietary Information. Recipient acknowledges and agrees that Proprietary Information is proprietary to Bradley and made available solely on a confidential and experimental basis.

2. **Proprietary Information.** Recipient acknowledges that it may receive or otherwise obtain proprietary and confidential information owned by Bradley ("Proprietary Information"). Proprietary Information will include, but is not limited to, any idea, concept, design, invention, patentable subject matter, product or product idea, process, material, material handling, composition, equipment, specification, method, system, plan, technique, procedure, model, program, software or code, data, model, specification, 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 that may be disclosed or observed or otherwise obtained by Recipient at a Bradley facility or from Bradley, 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 but not limited to 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 under 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, 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. The obligations of Recipient under this Agreement shall remain in effect during the time that any Proprietary Information is considered by Bradley to be secret or confidential or otherwise to qualify for protection under the Wisconsin Uniform Trade Secrets Act.

5. **Exclusions.** This Agreement imposes no obligation of confidentiality on Recipient with respect to information that: (a) was in the possession of Recipient before its receipt 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 independently developed by Recipient.

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

7. **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 fulfill its obligations under this Agreement.

8. **Term.** This Agreement shall enter into effect as of the Effective Date and shall remain in effect during the business relationship of the parties. The expiration of that period shall not affect the respective rights and responsibilities of the parties hereunder with respect to Proprietary Information received by Recipient during the term of this Agreement.

9. **Applicable Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws, without reference to principles of conflicts of laws, of the State of Wisconsin, including but not limited to the Uniform Trade Secrets Act, Wis. Stat. § 134.90. 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. 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 Wisconsin.

10. **Entire Agreement.** This Agreement is the entire agreement, superseding all prior and contemporaneous oral and written agreements, understandings, representations and negotiations between the parties on the subject hereof.

ACKNOWLEDGED AND AGREED

RECIPIENT

(Name of Entity)

Address: _____

(City and State)

By: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

BRADLEY CORPORATION

W142 N9101 Fountain Blvd.
Menomonee Falls, WI 53051

By: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____

EFFECTIVE DATE: _____