



Non-Disclosure Agreement

In order to protect certain Confidential Information (as defined below), **Omega Plastics, Inc.**, for itself and its subsidiaries and affiliates ("Omega"), and _____ for itself and its subsidiaries and affiliates ("**Participant**") in this Non-Disclosure Agreement individually referred to as a "Party" and collectively referred to as the "Parties", agree that:

1. The Effective Date of this Non-Disclosure Agreement ("Agreement") is upon signing.
2. The Parties disclosing Confidential Information (each, a "Discloser") are : **Omega and** _____. The Confidential Information disclosed under this Agreement ("Confidential Information") is described generally as current and future product information, financial, marketing and other business information including, but not limited to: **Information disclosed during the Party's review of any tools/molds, parts, or CAD data provided by Omega or Participant**
3. This Agreement is applicable only to Confidential Information that is disclosed in relation to the products developed by Participant.

The Parties receiving Confidential Information (each, a "Recipient") will use the Confidential Information only for the purpose of: **Producing injection molds and plastic injection molded parts & assemblies.** A Recipient's duty to protect Confidential Information expires five (5) years from the End Date. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.

4. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement, (b) dissemination of Confidential Information to any employee of Recipient without a need to know, (c) communication of Confidential Information to any third party or (d) publication of Confidential Information.
5. A Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously designating them as "confidential" or the equivalent; (b) or if it is identified by the Discloser as confidential before, during or promptly after the presentation or communication.
6. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully

received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

7. Each Discloser warrants that it has the right to disclose its Confidential Information.
8. This Agreement imposes no obligation on a Party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
9. A Recipient will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products received from a Discloser, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration regulations, or foreign national thereof, unless properly authorized by the U.S. government.
10. No Party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement. Subject to the obligations of this Agreement, no Party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement. Each Party retains sole discretion to assign or reassign the job responsibilities of its employees.
11. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
12. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information.
13. **THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF MICHIGAN.**
14. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Parties. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties.

Omega Plastics, Inc.

_____ (**Participant**)

By (Signature): _____

By (Signature): _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 24401 Capital Blvd

Address: _____

City, State, Zip: Clinton Twp, MI 48044

City, State, Zip: _____

Date: ____/____/____

Date: ____/____/____