

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of the Date , between Business A, hereinafter collectively referred to as "Discloser";

AND

Customer A, hereinafter referred to as "Recipient".

The parties are each desirous of entering business discussions and possible subsequent negotiations regarding prints belonging to Customer A, during the course of which Discloser may have need to provide information to Recipient that Discloser regards as proprietary or confidential (collectively "confidential information"). Accordingly, in consideration of the opportunity to review the confidential information of Discloser and to discuss a possible business relationship, and other consideration the receipt of which is hereby acknowledged, THE PARTIES INTENDING TO BE LEGALLY BOUND HEREBY, Recipient makes the following undertakings:

1. "Confidential Information" is defined as information that is disclosed in connection with the business discussions and/or any negotiations and is furnished in the following forms:

(a) Any written information, including drawings, documents, financial statements and projections, product and product cycle plans, processes, formulae, materials, devices, computer programs, marketing and business plans, customer lists, supplier lists, and any other written information or machine readable data, of a party furnished to another party which is either marked "Confidential" or contains a proprietary notice clause;

(b) Information, including demonstrations, which is furnished orally, if it is identified at the time of oral delivery as being Confidential Information and is confirmed as such by Discloser in a written instrument delivered to Recipient within fifteen (15) working days after such oral delivery. Such confirmatory instrument shall specifically describe the relevant Confidential Information and the date of its oral delivery and refer to this Agreement; and

(c) Any physical item, including samples, machines, devices and any other physical embodiments, whether or not an appropriate label is placed on such physical item by Discloser identifying such physical item as containing Confidential Information and such physical item is shown to or delivered to Recipient.

2. Incorporation of Confidential Information in Other Documents. In the event that Confidential Information shall be incorporated into or reflected in other documents, whether separately or jointly generated by the parties, such other documents shall be so marked and be deemed Confidential Information subject to the terms of this Agreement.

3. Nondisclosure. Recipient shall, for a period beginning the first date of receipt of each

respective disclosure and continuing for two (2) years thereafter, use reasonable care to maintain the confidentiality of Confidential Information and to limit its disclosure to such of its directors, employees, agents, advisors or parent or subsidiary companies as have a need to know such Confidential Information in order that the objectives of the business discussions and any negotiations can be achieved. Recipient shall be responsible for the compliance by such directors, employees, agents, advisors or parent or subsidiary companies with the provisions of this Agreement. "Reasonable care" shall mean no less than the same degree of care exercised by Recipient with respect to its own information of the same nature as Confidential Information.

4. Exceptions to Confidentiality Obligations. The confidentiality and limited use obligations of this Agreement shall not apply to information received pursuant to this Agreement which:

- (a) is or becomes publicly known other than through a breach of this Agreement by Recipient; or
- (b) is already known to Recipient at the time of disclosure as evidenced by Recipient's written documentation; or
- (c) is lawfully received by Recipient from a third party without breach of this Agreement or breach of any other agreement between Discloser and such third party; or
- (d) is independently developed by employees of Recipient who have not had access to or received any Confidential Information under this Agreement;
- (e) is furnished to a third party by Discloser without restriction on the third party's rights to disclose; or
- (f) is authorized in writing by Discloser to be released from the confidentiality obligations herein.

Specific information shall not be deemed to be within such exceptions merely because it is included within general information, which is within such exceptions, nor shall a combination of features be deemed to be within such exceptions merely because the individual features of the combination are separately within such exceptions.

5. Ownership of Confidential Information. Confidential Information shall remain the exclusive property of Discloser. Recipient agrees that Confidential Information disclosed hereunder is being received subject to Discloser's ownership rights in such Confidential Information and further, subject to all relevant intellectual and/or proprietary property rights of Discloser, including the relevant laws governing patents, trademarks, copyrights, semiconductor chip protection, trade secrets and unfair competition.

6. Return of Certain Confidential Information. Upon the expiration or termination of the

business discussion and any negotiations, or upon the earlier request of Discloser, Recipient shall, at its own expense, promptly return to Discloser all originals and copies of the writings and physical items in its possession which contain Confidential Information. If any writing or physical item has been destroyed, an adequate response to a return request therefor by Discloser will be written notice, executed by Recipient, that such writing or physical has been destroyed.

7. Use of Confidential Information. Confidential Information shall not be copied or used by Recipient for any purpose other than the business discussions and any negotiations. With regard to Confidential Information, which is covered by copyrights belonging to Discloser, it is agreed that Discloser reserves all rights therein. However, the parties further agree that a limited number of copies of written materials covered by such copyrights (not including machine readable data) may be made by Recipient so that Recipient can adequately use such Confidential Information within the terms and conditions of this Agreement, provided that all proprietary legends and notices on the originals are also reproduced on such copies and that each copy is controlled by Recipient as an original in accordance with the terms of this Agreement.

8. Information Regarding Existence of Feasibility Study and Negotiations. During the pendency of the term of this Agreement and for a period of thirty days thereafter, except as required by law, no party shall issue any statement, confirm, or otherwise disclose to the general public, to the news media, or to any third party, except with the prior concurrence of the other party both as to the content and timing of any such disclosure (i) that the business discussions and any negotiations are taking or have taken place, (ii) that the parties have exchanged information with a view toward the consummation of an agreement, or (iii) the existence of this Agreement.

9. No Warranty or Representation. Discloser shall have no liability as a result of the use of, or reliance on, any information delivered to Recipient pursuant to this Agreement.

10. Legally Required Disclosure. If Recipient becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Recipient will provide Discloser with prompt written notice so that Discloser may seek a protective order or other remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Discloser waives compliance with the provisions of this Agreement, Recipient will furnish only that Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

11. Export of Confidential Information. Recipient agrees that it and its employees will not export such Confidential Information in contravention of the provisions of (1) of the U.S. Export Administration Act of 1985 and the Regulations issued thereunder; and (2) any other relevant laws of other countries.

12. No Assignment. No party may assign any of its rights or delegate any of its obligations under this Agreement, except with the prior written consent of the other party.

13. Term of Agreement. This Agreement shall be effective as of the date hereof and, except as otherwise provided herein, shall terminate one (1) year from the effective date of this agreement. Notwithstanding such termination, however, the obligations of limited use and Nondisclosure hereunder shall remain in effect until expiration of the appropriate period of confidentiality hereunder, unless superseded by a subsequent written agreement between the parties.

14. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to choice of law statutes. The parties hereto consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania in all matters pertaining to this Agreement.

15. No Patent or Trademark License. Nothing herein shall be construed as granting or conferring upon a party hereunder, expressly, impliedly, or otherwise, any licenses or other rights under any patents, trademarks or any other intellectual and/or proprietary rights which the other party hereunder now owns or may hereafter acquire.

16. Integration. This Agreement supersedes all previous oral and written agreements, if any, among the parties regarding confidentiality of information disclosed in connection with the business discussions and/or any negotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representative as of the day and date first above written.

DISCLOSER

RECIPIENT

By:

By:

Signature:

Signature:

Title:

Title:
