



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into and made effective as of _____ ("Effective Date") between Green Industrial Supply, Inc., with offices located at 1525 Innovation Drive Dubuque, IA 52002, and _____, a _____ corporation, having its principal place of business at _____ ("Supplier").

WHEREAS, the parties wish to cooperate with one another to carry out the Purpose as defined hereunder, and are willing, but not required, to disclose or otherwise make available to one another Confidential Information, as defined hereunder, subject to the terms and conditions of this Agreement.

THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties now hereby agree as follows:

1. **PURPOSE.** The "Purpose" of this Agreement shall be to facilitate the exchange of Confidential Information, as defined hereunder, between Supplier and Green Industrial Supply, Inc. to determine whether Supplier and Green Industrial Supply, Inc. will enter into an agreement under which Supplier will provide goods and/or services to Green Industrial Supply, Inc.

2. **CONFIDENTIAL INFORMATION.** All information disclosed by or on behalf of a party ("Discloser") and/or its Affiliates during the term of this Agreement which is received, learned, or observed by the other party ("Recipient") and/or its Affiliates is "Confidential Information," including, but not limited to, business and financial information, marketing and strategic plans, customer lists, employee lists, reports, technologies, processes and operations, compilations, analyses, forecasts, studies, summaries, notes, data, product designs, drawings, prints, specifications, production schedules, test data, operations, inventions, know-how, component and part designs, schematics, formulations, samples, passwords, machines, network IDs, prototypes, mock-ups, templates, processing and control information, product performance data, manuals, purchase and sales records, warranty and repair records, marketing information, quotes and pricing information, computer programs, or the like, including e-mail and electronic communication discussing any of the foregoing.

Notwithstanding the forgoing, Confidential Information shall not include any information that is:

- (a) already lawfully in the possession of or known to Recipient as of the Effective Date without any obligation of confidentiality;
- (b) already in the public domain at the time of disclosure to Recipient or which, after such disclosure, enters into the public domain through no fault of Recipient;
- (c) lawfully furnished or disclosed to Recipient by a non-party to this Agreement without any obligation of confidentiality and through no wrongful act of Recipient;
- (d) independently developed by Recipient without the use of any Confidential Information; or
- (e) explicitly approved for public release by Discloser.

The foregoing list of exceptions is exhaustive and shall be strictly construed. In cases of doubt as to the use of Confidential Information, Recipient shall request that Discloser provide prior express written authorization of such use.

3. NON-DISCLOSURE. Recipient shall not disclose Confidential Information to any other person or entity. Recipient shall not disclose Confidential Information to any of its Representatives or Representatives of its Affiliates, except as required to carry out the Purpose under this Agreement for the benefit of Deere and its Affiliates. "Representative" shall mean any officer, director, employee, contractor, agent, supplier, or advisor of its respective entity. "Affiliate" shall mean any corporation, partnership, or other entity that, either directly or indirectly, controls, is controlled by, or is under common control with a party, where control is defined as having more than a fifty percent (50%) controlling interest.

4. NON-USE. Recipient shall not use Confidential Information except as required to carry out the Purpose under this Agreement. Recipient shall not make copies of Confidential Information in any manner that obstructs or obscures the confidentiality marking of Discloser. This Agreement does not grant Recipient a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Discloser or any related entity, including but not limited to, any name, trade dress, logo or equivalents.

5. CONFIDENTIALITY. Recipient shall take reasonable measures to protect Confidential Information from misuse and unauthorized disclosure, but in no event less than the measures it takes to protect its own confidential information. Prior to disclosure of Confidential Information to Recipient's contractor, agent, supplier or advisor, Recipient shall ensure that such contractor, agent, supplier or advisor has executed a non-disclosure agreement for the benefit of Green Industrial Supply, Inc. in form and substance equivalent to this Agreement. Recipient shall be responsible for any misuse or unauthorized disclosure of Confidential Information by its Representatives or Representatives of its Affiliates. A disclosure of Confidential Information required under legal process shall not be considered to be a breach of confidentiality by Recipient or a waiver of such obligation by Discloser. Before any such disclosure, however, Recipient shall provide prompt written notice to Discloser to enable it to seek a protective order or prevent disclosure.

6. RETURN OF MATERIALS. All forms of Confidential Information, tangible and electronic, and all copies thereof, shall be and remain the sole and exclusive property of Discloser, and shall be promptly returned or destroyed by Recipient upon the earlier of the written request of Discloser or the termination of this Agreement. Except as noted in the immediately following sentence, Confidential Information contained in electronically archived notes, reports, correspondences, emails, and other business records prepared by Recipient in connection with the Purpose under this Agreement need not be returned or destroyed, but shall be subject to all other terms of this Agreement. Confidential Information in the form of schematics, prints, drawings, formulations, and descriptions of processes and know-how, and the like, must be returned to Discloser or destroyed pursuant to this Section 6.

7. TERM AND TERMINATION. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential

8. REPRESENTATIONS AND WARRANTIES. ALL CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT IS PROVIDED TO RECIPIENT "AS-IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR PERFORMANCE. Both parties represent and warrant they will comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances, codes,

orders and/or programs (whether in effect as of the Effective Date of this Agreement or enacted during the term of this Agreement).

9. NO ADDITIONAL OBLIGATIONS. This Agreement shall not be interpreted to obligate any party to provide or accept any Confidential Information to or from any other party, or to enter into any further contract or arrangement with any other party, or to purchase or sell any products or services from or to any other party, or to create any joint-venture or partnership.

10. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree not to assign any rights or delegate any duties under this Agreement without the other party's prior written consent, and any attempt to do so is void and has no effect.

11. LAW AND VENUE. The laws of the State of Iowa, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement. The parties consent to the exclusive jurisdiction of, and forum and/or venue in, any federal or state court of competent jurisdiction located in Iowa for the purposes of adjudicating any matter arising out of or relating to this Agreement. Litigation or legal proceedings which arise out of or relate to this Agreement are to be conducted before a judge and not a jury.

12. SEVERABILITY AND WAIVER. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect, so long as the essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal, and enforceable. The failure of a party to enforce a provision, exercise a right or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

13. REMEDIES. It is agreed that monetary damages may not be a sufficient remedy for breach of this Agreement. Discloser is entitled to seek injunctive relief without proof of actual damages. In addition, Discloser may seek other appropriate relief, including monetary damages. Unless stated otherwise, all remedies provided for in this Agreement are to be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

14. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior oral agreements, arrangements and understandings relating to the Purpose provided for herein. This Agreement is to be construed without regard to the party or parties responsible for its drafting or preparation. The section headings and captions contained in this Agreement are for convenience only and do not affect the construction or interpretation of any provision of this Agreement. No amendment, waiver or modification of this Agreement is binding unless it is in a writing that explicitly references this Agreement and is signed by authorized representatives of both parties.

15. COUNTERPARTS. This Agreement may be executed in several counterparts and all counterparts so executed by all the parties and affixed to this Agreement shall constitute a valid and binding agreement, even though all the parties have not signed the same counterpart.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed by its respective duly authorized representative as follows:

Green Industrial Supply, Inc.

Supplier

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date Signed)

(Date Signed)