



IGLOO PRODUCTS CORP.
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into and is effective as of _____, 20__ (the "Effective Date"), by and between Igloo Products Corp., ("Igloo" or "Company"), and _____ (the "Recipient").

WHEREAS, it is contemplated that Company will disclose and furnish confidential information during a supply transaction involving _____ ("Business Transaction") The parties agree that the disclosure of information does not obligate or commit either party to enter into any type of business relationship.

WHEREAS, the parties desire to prevent the unauthorized use and disclosure of such confidential information.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows

1. Confidential Information; Means of Disclosure and Identification; Exclusions.

a. The term "Confidential Information" shall mean all financial, technical, and other information including all copies thereof (including, without limitation, all agreements, concepts, designs, product specifications, ideas, files, books, logs, charts, records, studies, reports, schedules, plans, and statistical information) which may be furnished or disclosed to Recipient by, or acquired by Recipient directly or indirectly from, the Company, including as a result of an inspection of any facility of the Company. Such term shall also include all copies and extracts of Confidential Information and all computer-generated studies and data containing Confidential Information prepared by or for the benefit of the Company.

b. The obligations set forth in subparagraph (a) shall not apply to any particular portion of the Company's Confidential Information which: (i) was in Recipient's possession, free of any obligation of confidence, prior to receipt from the Company, as proven by the Recipient's written records; provided, however, that Recipient immediately inform the Company, in writing, to establish its prior possession; (ii) is already in the public domain as a writing at the time the Company communicates it to the Recipient, or becomes available to the public through no breach of this agreement by Recipient; or (iii) is hereafter disclosed by the Company to the public without any duty of confidence or restriction on its use or further publication.

2. Confidentiality Obligations

a. Recipient shall protect the confidentiality of the Confidential Information it receives from the Company and not directly or indirectly, use, disclose, divulge, reveal, report, publish or transfer it in any manner to third parties except as provided in subparagraph (d).

b. Recipient may use the Confidential Information only for the purpose of performing the Business Transaction for Company and for no other purposes.

c. Recipient may provide the Confidential Information it receives from the Company only to persons who (i) have a "need to know" such Confidential Information in order to enable Recipient to use such Confidential Information for such purposes and (ii) are legally bound to the same obligations as set forth herein with respect to Recipient.

d. Recipient may, in addition, use or disclose Confidential Information if: (a) required by any request or order of any government authority, provided that Recipient shall first attempt to notify the Company of such requirement and, to the extent reasonable, permit the Company to contest such requirement; (b) otherwise required by law; or (c) to notify the Company in the event of loss or compromise of any Confidential Information received from the Company.



3. Return. Promptly upon the Company's request, Recipient will either return or, if requested by the Company, destroy all copies of any media or materials containing Confidential Information of the Company, including but not limited to, all computer programs, documents, notes, plans, drawings, and copies thereof.

4. No Implied License. No rights or licenses are granted or implied by either a confidential or nonconfidential disclosure, except that Recipient may make a reasonable number of copies of documents in order to carry out the purpose for which use of the Confidential Information is authorized by the Company. Recipient acknowledges that Company holds all right, title, and interest in and to all tangible and intangible incidents of the Confidential Information, and that this agreement conveys only a limited right to use the Confidential Information in the course of performing this Agreement.

5. Warranties/Representations. Recipient understands that the Company has endeavored to include the Confidential Information known to it which it believes to be relevant for the purposes for which it was provided, and Recipient further understands that the Company does not make any representation or warranty as to the accuracy or completeness of the information. Recipient agrees that neither the Company nor any of its officers, directors, employees or representatives shall have any liability to Recipient or its Representatives resulting from the use of the Confidential Information by Recipient or its Representatives.

6. General. This Agreement will be performed in whole or in part in Katy, Waller County, Texas. This Agreement shall be interpreted and controlled by, construed and enforced according to the substantive laws of the State of Texas, without regard to its conflicts of laws provisions. Any suit in relation to this agreement will be brought in Waller County, Texas, and each Party agrees that said Courts have the sole and exclusive jurisdiction over any and all disputes and causes of action. Recipient may not sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of the Company. Recipient acknowledges that Confidential Information of Company is a valuable asset and that a breach of this Agreement would cause irreparable harm for which there is no adequate remedy at law. Accordingly, in the event of a breach or alleged breach of this Section, Igloo shall be entitled to injunctive relief and any other equitable remedies in addition to remedies afforded by law. The rights and obligations of the parties hereto shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

Recipient:

Signature Date

Print Name: _____

Title: _____

Company Name: _____