



## NON-DISCLOSURE AGREEMENT

Your visit to the Innovative Composite Engineering, Inc. (ICE) plant and/or consultation with ICE personnel, will give you access to confidential information concerning the processes, products, compositions and formulas of products, equipment, customers and business matters of ICE ("Information"). The "Information" includes processes, equipment and plant layout which you will observe as you visit the ICE facilities.

1. You agree that all "Information" you receive is a trade secret of ICE and you hereby waive any right to assert that any part of the "Information" is not a trade secret as defined by Washington law.
2. You will not use the "Information" for any purpose whatsoever without the prior written consent of ICE.
3. You will not disclose any of the "Information" to any person or entity (excluding your employer, co-workers or employees with need to know) without ICE prior written consent.
4. Any person or entity receiving any of the information shall be identified to ICE by name, address, telephone number, position and if a legal entity, the type of entity it is (such as corporation). Any such person or entity receiving any part of the "Information" shall sign a copy of this Agreement acknowledging that the "Information" is trade secret of ICE, that the recipient shall not use the "Information" for any purpose other than the benefit of ICE and shall not disclose the "Information" to any other person or entity without ICE's express prior written consent.
5. Since the "Information" is a trade secret of ICE, damages will not provide an adequate remedy to ICE and ICE may pursue specific performance of this Agreement, injunctive (including temporary restraining order and preliminary injunctive relief) or other extraordinary relief as appropriate, as well as all other remedies allowed by the law.

Ten years is agreed to be a reasonable time to protect these trade secrets from use or disclosure, including by way of injunctive relief, and the provisions of this Agreement shall remain in full force and effect for such a ten year period.

Any part of the "Information" that you can demonstrate by written documents and other clear and convincing evidence that (a) was lawfully in your possession before you received the "Information" or (b) you lawfully received from other sources, or (c) was published by ICE or (d) otherwise became generalized public knowledge, shall not be subject to the restrictions herein.

By executing this Agreement, you consent to the jurisdiction of the Courts of the County of Klickitat, State of Washington and agree that the laws of the State of Washington apply.

Innovative Composite Engineering, Inc.

Accepted and Agreed to:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Affix business card here

Date: \_\_\_\_\_