

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made as of _____, 2017 ("Effective Date"), by and among **Jamplast, Inc.**, a Missouri corporation, with offices located at 281 Clarkson Rd., Suite 100, Manchester, MO 63011; _____, with offices located at _____; (each a "Party" and collectively, the "Parties").

WHEREAS, the Parties desire to discuss among each other potential business opportunities among the Parties regarding _____ (the "Business Discussions"). To facilitate the Business Discussions, it may be necessary for each Party to disclose to the other Parties information that is considered to be both proprietary and confidential to the disclosing Party. No Party will disclose to the other Parties such information without this Agreement. For purposes of this Agreement, unless specifically referred to individually, each Party will be deemed to be and have all rights and obligations as the "Disclosing Party" with respect to all Information (as hereafter defined) he, she or it discloses subject to this Agreement, and each Party will be deemed to be and have all rights and obligations as the "Recipient" with respect to all Information he, she or it receives from the Disclosing Party.

NOW THEREFORE, in consideration of the recitals set forth above and the covenants hereinafter contained, Disclosing Party agrees to disclose proprietary and confidential Information to each Recipient subject to the following terms and conditions:

1. All Information, as defined below, provided or disclosed to Recipient will be treated by Recipient as confidential. "Information" shall include any information in written, oral, electronic, computer media or other tangible or intangible forms which may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, charts, data, analysis, compilations, studies, formulas, customer and vendor lists, volumes, processes, procedures, bid proposals, financial records, computer programs, marketing plans, lists of names and addresses and related information, information obtained from any customer of Disclosing Party and from third parties, and other technical, financial or business information.

2. The term "Information" does not include: (a) information that is, at the time of disclosure, in the public domain or available to the public, or enters the public domain at a later date by becoming available to the public through no fault, act or omission of Recipient; (b) information that is in the possession or knowledge of Recipient before disclosure under this Agreement; (c) information that is disclosed at any time to Recipient by a third party who, to the best knowledge of Recipient, has the right to make such disclosure; or (d) information that is developed by or for Disclosing Party or Recipient independent of, and without reference to, the Information being disclosed under this Agreement.

3. Information shall continue to be the property of Disclosing Party and nothing herein shall be construed as granting, transferring or conferring upon Recipient any right or interest, by license or otherwise, in any Information disclosed or in any trademark, patent, copyright, trade secret or know-how or application for same.

4. Commencing upon the Effective Date and for a period of three (3) years following the later of (a) the termination of the Business Discussions or (b) the termination or completion of any business relationship or arrangement arising out of the Business Discussions, Recipient shall: (i) except as provided in Section 5 below, hold such Information in confidence and shall not disclose all or any part of the Information to any third party without Disclosing Party's prior written consent; (ii) maintain at least the same degree of care and diligence in protection of the Information received under this

Agreement as it does with regard to its own proprietary and confidential information; (iii) use the Information only as needed to advance the Business Discussions, except as may otherwise be mutually agreed upon in writing, and, in particular, will not use any Information in competition with or to the detriment of Disclosing Party, nor use it in any unlawful manner; (iv) advise Disclosing Party of any misappropriation or misuse of the Information; and (v) keep confidential the fact that it is participating/has participated in the Business Discussions.

5. In the event that Recipient is compelled by legal process to disclose any of the Information, Recipient shall provide Disclosing Party with timely notice of such legal process. If any court or governmental body compels disclosure of the Information, then only that portion of the Information that Recipient is legally required to disclose shall be furnished.

6. Recipient shall use commercially reasonable efforts to return to Disclosing Party all written Information, and any and all copies of Information, no later than ten (10) days after requested to do so by Disclosing Party. Recipient's own notes, studies, memorandum or computer files that constitute Information may be destroyed by Recipient in lieu of return to Disclosing Party so long as Recipient certifies in writing that all such documents and files, and all copies of such documents and files, have been destroyed. The written certification of destruction shall be delivered to Disclosing Party within the ten (10) day period described above.

7. Recipient acknowledges that the breach or threatened breach of this Agreement may result in irreparable injury to Disclosing Party and that, in addition to its other remedies, Disclosing Party shall be entitled to seek such temporary and permanent injunctive relief it deems necessary to restrain any threatened or continued breach of this Agreement. Nothing herein limits the legal remedies Disclosing Party may seek on account of the breach or threatened breach of this Agreement by Recipient. In the event either party should breach the terms of this Agreement, the breaching party shall pay the other party all of its costs and expenses, including reasonable attorney's fees and court costs, incurred in enforcing the terms of this Agreement, whether or not legal action is instituted.

8. This Agreement is for the sole purpose of facilitating the Business Discussions. Furnishing Information to Recipient does not constitute an offer by Disclosing Party to enter into any kind of transaction, arrangement or relationship with Recipient, or to enter into any agreement for such a transaction, arrangement or relationship.

9. Except as may otherwise be set forth herein or in a subsequent signed, written agreement among the Parties, Disclosing Party makes no representation or warranty as to the accuracy, completeness, condition, suitability, or performance of the Information to Recipient, and Disclosing Party will have no liability whatsoever to Recipient resulting from Recipient's use or evaluation of the Information disclosed to Recipient as contemplated by this Agreement.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri without regard to any conflicts of law rules. This Agreement contains the entire agreement among the Parties and supersedes any and all previous written or oral negotiations, commitments, transactions or understandings among the Parties. This Agreement may not be amended, supplemented, or otherwise modified except by a written amendment signed by all affected Parties. No Party may assign this Agreement in whole or in part without the prior written consent of the other Parties, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, trustees, successors and permitted assigns of the Parties. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof. The provisions of this Agreement are severable and, if any provisions are determined to be void or unenforceable in whole

or in part, the remaining provisions shall be binding and enforceable. This Agreement may be executed in one or more counterparts, via facsimile transmission or otherwise, all of which together shall constitute one and the same binding instrument.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality and Non-Disclosure Agreement as of the Effective Date first above written.

Jamplast, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____