

**Danco Mutual Non-Disclosure Agreement**

**This Mutual Non-Disclosure Agreement** (Agreement) is made on \_\_\_\_\_, 2010 between Danco, Inc. (Danco), with its place of business at 2727 Chemsearch Boulevard, Irving, Texas 75062, and \_\_\_\_\_ (Company/ Inventor) with its place of business at \_\_\_\_\_.

The parties agree to the following terms under which each party may disclose to the other party certain information in connection with the evaluation of a proposed business relationship (Possible Transaction):

1. “Confidential Information” means all confidential, proprietary, trade secret or non-public information about a party or its business, in whatever format, whether oral, written or electronic, whether marked confidential or not, including:
- a. All ideas and concepts relating to actual or potential products, customers or markets, customer preferences, marketing strategies, data or plans, product development ideas, product concepts, product plans, designs, ingredients, formulae and specifications.; and
  - b. Information relating to methods, processes, know-how, blueprints, manufacturing steps and processes, compositions and computer software, pricing, proposals, employee information, business plans, marketing strategies, costs, profits, compensation, sales, and financial information.

Confidential Information does not include information that the receiving party can demonstrate (a) at the time of disclosure is generally available to or known by the public; (b) after disclosure becomes generally available or known to the public through no act, or failure to act, on the part of the receiving party; (c) was known to the receiving party prior to the disclosure by the disclosing party and free of any obligation of confidence; (d) is lawfully acquired by the receiving party through a third party under no obligation of confidence to the disclosing party; or (e) is independently developed by the receiving party without any use of the Confidential Information.

2. Each party agrees that it will:
- a. Keep all Confidential Information in strictest confidence and will not use, exploit, copy, publish, disseminate or discuss with third parties any such Confidential Information other than with employees or consultants who have a need to know the Confidential Information in connection with evaluation of the Possible Transaction, and who are informed of the receiving party’s obligations hereunder and agree to be bound by such obligations, it being agreed that the receiving party will be responsible for the compliance by the employees and consultants with such agreements;
  - b. Use the Confidential Information solely for the purposes of evaluating and/or conducting the Possible Transaction and for no other purpose whatsoever;
  - c. Not disclose Confidential Information (except in connection with a *bona fide* order of a judicial or governmental authority);
  - d. At the request of the other party either destroy (and provide proof thereof) or deliver to the other party (without retaining any copies thereof) any and all Confidential Information.

3. A breach of this Agreement will cause the other party irreparable injury and damage. In such event, the other party will be entitled to the remedies of injunction, specific performance and other equitable relief without having to post bond, in addition to other available remedies at law or in equity. In the event of any litigation, the prevailing party will be entitled to recover its reasonable attorneys' fees and related costs.

4. The provisions of this Agreement are severable. If any provision of this Agreement is found to be illegal, void or unenforceable for any reason, such provision will be severed from this Agreement and the other provisions will remain in full force and effect. To the extent possible, the provision will be reformed to the extent necessary to make it enforceable.

5. Nothing in this Agreement will be construed to constitute the grant of any license to the other party. All Confidential Information will remain the sole property of the disclosing party.

6. The obligations in this Agreement shall continue in effect for five (5) years from the date of terminations, except as to any information specifically identified as “Trade Secret Information”, in which case the obligations shall continue in effect for as long as such information remains a trade secret.

<b>Company:</b>	<b>Danco, Inc.:</b>
By:	By:
Name:	Name: Michael C. Miller
Title:	Title: Director of Product Partnerships

# DANCO CONFIDENTIAL INVENTION DISCLOSURE FORM

Our company is looking for 'top quality' concepts to evaluate, further develop and release as new products into the marketplace. The following items should be filled out and returned to Danco via mail or e-mail to:

Danco  
Product Partnerships Program  
2727 Chemsearch Blvd  
Irving Texas 75062

E-mail: [DancoSupport@NCH.com](mailto:DancoSupport@NCH.com)

- a) NDA Form (attached) Do not send us any confidential information until this is signed.
- b) Invention Disclosure Form (this document)
- c) Documents related to the invention (supplied by you and attached)

Once the Evaluation is completed, typically within six weeks of submission, we will inform you the Inventor / business owner how well the idea scored through the process and we can decide together how best to proceed. You will be contacted by our Director of Product Partnerships usually within two weeks of sending this information back to us. We look forward to working with you and thank you for contacting Danco.

Michael C. Miller Director of Product Partnerships, Danco Inc.

Name of Invention: \_\_\_\_\_

Product category: \_\_\_\_\_

Inventor /Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone Number (Home ) (\_\_\_\_) \_\_\_\_\_

(Work) (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

Next line for Danco use

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PROJECT NUMBER: \_\_\_\_\_ RECOMMENDATION: \_\_\_\_\_

Copyright Danco 2009-2010

**PLEASE fill out this form as best you can. If a question does not apply simply skip to the next question. This information will be used to evaluate the invention and prioritize it.**

**1. DEVELOPMENT STATUS: (Check all that apply)**

Written up Idea only \_\_\_\_\_  
Rough sketches Enclosed \_\_\_\_\_  
Finished, working drawings Enclosed \_\_\_\_\_  
Photographs Enclosed \_\_\_\_\_  
Sales Brochures Enclosed \_\_\_\_\_

**2. PROTOTYPE AVAILABILITY:**

No prototype yet \_\_\_\_\_  
Functional model \_\_\_\_\_  
Market-ready prototype \_\_\_\_\_

*(If a model or prototype, enclose several photographs of it.)*

**3. LEGAL PROTECTION:**

NO protection applied for yet :-----  
Preliminary patent search results attached: \_\_\_\_\_  
Have you filed a Provisional Patent application? \_\_\_\_\_ In which country? \_\_\_\_\_  
Have utility Patents been applied for? \_\_\_\_\_  
Have Industrial Designs (Design Patents) been applied for? \_\_\_\_\_  
In what countries? \_\_\_\_\_  
PATENT Number \_\_\_\_\_  
PATENT Number \_\_\_\_\_  
Trade Mark Applied For: \_\_\_\_\_ Where? \_\_\_\_\_  
Copyright Registered? \_\_\_\_\_ Where? \_\_\_\_\_

**4. PRODUCT TESTING:**

None conducted to date: \_\_\_\_\_  
Functional testing conducted by self: \_\_\_\_\_  
Functional Testing Conducted by Others: \_\_\_\_\_  
User testing conducted by \_\_\_\_\_  
Market testing conducted by \_\_\_\_\_  
Product safety testing conducted by \_\_\_\_\_

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

**5. PRODUCT COST:** Estimated product costs are . . . .

Materials (per unit) \_\_\_\_\_ Date of estimate \_\_\_\_\_  
Source \_\_\_\_\_

Labour (per unit) \_\_\_\_\_ Date of estimate \_\_\_\_\_  
Source \_\_\_\_\_

Expected wholesale price \_\_\_\_\_ Date of estimate \_\_\_\_\_  
Source \_\_\_\_\_

Expected retail price \_\_\_\_\_ Date of estimate \_\_\_\_\_  
Source \_\_\_\_\_

Number of units for above mentioned cost estimate \_\_\_\_\_

What are the major production related hurdles \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. MARKET INFORMATION:**

A. Current competition –List existing inventions or products which perform a similar function.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Competitive advantages -- Why is this innovation better than existing products or processes? List the most important advantages in order of importance, i.e., Number 1 equals most important.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

C. Projected market -- Who will use the invention? Please list users in order of importance starting from the most important.

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D. **Previous Marketing Effort** – Has this product been manufactured or sold previously?

Yes \_\_\_\_\_ No \_\_\_\_\_

If **yes**, please provide brief specifics such as:- licensing arrangements, date(s) and locations of previous marketing effort, sales volume (in units and dollars), selling price, manufacturer, marketing agent or firm, current status, etc.

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**7. COMMERCIALIZATION:**

A. How would the owner of this product prefer to get the invention into the marketplace? Questions to ask.

Please rank 1, 2, 3.

Start new venture \_\_\_\_\_

Sell or license it to someone else. \_\_\_\_\_

Manufacture/market through an existing business you already own. \_\_\_\_\_

[[What type of business is it? ]]

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B. Are you working, or have you worked with, any organizations to assist you in the commercialization of your product idea?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, whom \_\_\_\_\_

How effective were

they? \_\_\_\_\_

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



