**NON-DISCLOSURE AGREEMENT**

This **NON-DISCLOSURE AGREEMENT** (the **“*Agreement*”**) is made and entered, effective as of the date of signature hereto, by

Thomas H. Cook, Principal Consultant, Specialty Chemicals Consulting (the **“*Recipient*”**)

for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the entity (the ***“Client”***) about which Recipient will be receiving information in connection with a business consulting opportunity.

In consideration of the consulting opportunity by the Client, the Recipient agrees as follows:

1. All information disclosed to Recipient which relates to the Client shall be deemed **“*Confidential Information***,**”** including, without limitation, the name of the Client, the fact that the Client is seeking consulting, and any other information relating to the Client not generally known to the public and not known to the Recipient prior to the consulting opportunity.
2. Recipient shall maintain all Confidential Information in strict trust and confidence, shall not disclose any Confidential Information to any third party and shall use best efforts to protect the Confidential Information. Recipient may use Confidential Information solely for the consulting opportunity with the Client and for no other purpose.
3. This Agreement shall remain in effect indefinitely.
4. Recipient represents and warrants that they have in place all the necessary procedures and safeguards to protect and keep secure and confidential all Confidential Information provided to Recipient pursuant to this Agreement.

1. All Confidential Information (including all copies thereof) shall remain the property of the Client and shall be returned to the Client upon request of the Client.
2. Recipient understands that the foregoing confidentiality provisions do not prohibit them from providing truthful information in good faith to any federal or state governmental agency, entity or official investigating an alleged violation of federal or state law or regulation or when Recipient makes other disclosures that are protected under the whistleblower provisions of federal or state law.
3. This Agreement shall be governed by the laws of the State of New Hampshire.
4. This Agreement contains the final, complete and exclusive agreement of the Recipient relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by Recipient and the Client.
5. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.
6. This Agreement is made for the benefit of, and shall be enforceable by, the Client and any successors or assigns of the Client.
7. Recipient agrees that a signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

 **IN WITNESS WHEREOF,** Recipient, intending to be legally bound, has executed this Agreementas of the date of signature hereto.

**RECIPIENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Signature

Thomas H. Cook

Principal Consultant, Specialty Chemicals Consulting

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