

Product Safety Non-Disclosure Agreement

This Product Safety Non-Disclosure Agreement ("Agreement") is effective as of Choose an item. Choose an item., Choose an item. ("Effective Date").

Kimberly-Clark Corporation and/or Kimberly-Clark Worldwide, Inc. and/or Kimberly-Clark Global Sales, LLC and/or one or more of Kimberly-Clark's other subsidiaries, affiliates or licensees (collectively "K-C") has expressed an interest in evaluating or reviewing certain confidential information developed by Click here to enter text. ("Company") and relating to Click here to enter text. (the "Confidential Information").

You are willing to supply such Confidential Information considered necessary or desirable for evaluation or review in accordance with the following understandings:

1. Confidentiality Obligations. K-C agrees to maintain in confidence Confidential Information received from Company and to use it only for the purpose stated, provided that such Confidential Information is identified in writing and marked "Confidential" or, if first presented orally or visually, is reduced to writing, the writing marked "Confidential" and delivered to K-C within twenty (20) days of the oral or visual disclosure. K-C agrees to treat Confidential Information disclosed to it by Company with the same degree of care as it does in protecting its own confidential and proprietary information.
2. Exceptions to Confidentiality Obligations. The foregoing obligations of confidentiality and non-use set forth herein shall not apply to Confidential Information which; (a) at the time of disclosure to K-C was generally known to the public or, after such disclosure, became generally known to the public other than by a breach of this Agreement by K-C; (b) was already in K-C's possession at the time of such disclosure without an obligation of confidentiality to Company; (c) was later received by K-C on a non-confidential basis from a third party who, to K-C's knowledge, had the right to impart such Confidential Information; (d) was developed by K-C employee(s) who did not have access to the Confidential Information; or (e) K-C becomes legally compelled to disclose, provided that K-C promptly notifies Company and cooperates with Company in securing a protective order or any similar action which Company takes to maintain the confidentiality of such Confidential Information.
3. Return of Confidential Information. Upon Company's written request, all Confidential Information in written, printed or other tangible form and all copies thereof, including samples or materials remaining in K-C's possession, shall be returned to Company upon conclusion of K-C's evaluation or review, except that a copy of each may be retained in K-C's files under appropriate security.
4. No Additional Rights or Obligations. Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights under Company's patents, technical information or know-how except to the extent expressly set forth herein, nor as giving rise to any obligation on the part of either party hereto to supply or purchase any goods or services from the other party.
5. Term; Termination. Either party may at any time upon written notice terminate this Agreement; otherwise participation by the parties in the evaluation or review shall end, and this Agreement shall terminate Choose an item. years from the Effective Date.
6. Survival. Termination of this Agreement for any reason shall not relieve K-C of the obligations of confidentiality and non-use respecting Confidential Information disclosed to K-C prior to such termination, which shall survive the termination of this Agreement for a period of Choose an item. years.
7. Independent Contractors. The parties hereto at all times remain independent contractors, and no express or implied representations to the contrary shall be made.

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof. This Agreement may not be amended or modified except in writing signed by both parties.

9. Assignment. This Agreement shall be binding upon the parties hereto and their successors in business, but shall not otherwise be assignable.

10. Governing Law. This Agreement shall be governed by the laws of the State of Choose an item., U.S.A. pertaining to contracts made and performed within that state, without recourse to any conflicts of laws principles.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

12. Electronic Signatures/Delivery. The electronic signature of a party shall be valid and binding as an original signature of such party. This Agreement may be delivered by each party to the other in any manner, including without limitation, transmission of a signed copy of the agreement by facsimile, electronic mail or any other similar electronic transmission.

This Agreement has been executed by the duly authorized representative of each party as of the Effective Date.

KIMBERLY-CLARK CORPORATION
2300 Winchester Road
Neenah, WI 54956

COMPANY NAME
Address 1
Address 2
E-mail address
Phone number

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____