



UPONOR ACKNOWLEDGEMENT AND AGREEMENT OF CONFIDENTIALITY

The undersigned ("Recipient") will be granted access to certain information which may relate to, without limitation: methods, processes, systems, technology, equipment, designs, drawings, inventions, prototypes, product and financial information, customer information, projections, marketing plans, software, data, records and other confidential information and materials (collectively, the "Confidential Materials") developed by and/or associated with the business and affairs of Uponor, Inc. and/or any of its direct or indirect parents or affiliated entities (collectively, "Uponor"). Recipient will, as applicable, be granted an opportunity to observe the Confidential Material in connection with such activities or things as, without limitation: preparing price quotations, fabricating equipment, performing consulting services, performing maintenance services, reviewing products, attending sales and marketing presentations, and touring Uponor's facilities.

In consideration for being granted the opportunity to observe the Confidential Materials, and for other good and valuable consideration, the sufficiency, adequacy, and receipt of which is expressly acknowledged, Recipient acknowledges and agrees that (a) Uponor has expended a great deal of time and money in the development of Confidential Materials; (b) Recipient has no ownership interest in the Confidential Materials; and (c) Confidential Materials are not in the public domain. Recipient expressly agrees that the Confidential Materials shall be regarded as strictly confidential. In the absence of the prior written consent of Uponor, Recipient shall not divulge, reproduce or distribute the Confidential Materials to any other persons or organizations, manufacture, use or distribute, as applicable, any product of information which is part of or based on the Confidential Material for Recipient or for other persons or organizations; or commercially exploit the Confidential material any items or information substantially similar or relating thereto.

Upon request of Uponor, Recipient shall immediately return to Uponor any and all materials concerning the Confidential Materials provided to Recipient, together with any and all copies of such materials.

For purposes of this Agreement, "Confidential Materials " shall not include any information which (a) Recipient can prove that at the time of disclosure was published or otherwise in the public domain; (b) after disclosure becomes part of the public domain through means other than a breach of this Agreement by Recipient; or (c) Recipient can reasonably substantiate by documentary evidence was known to Recipient prior to Recipient's receipt from Uponor. Additionally, Recipient shall not be deemed to have disclosed Confidential Materials in violation of this Agreement if, and then only to the extent that, Recipient can reasonably demonstrate that Recipient was required to make such disclosure pursuant to any applicable law, regulation or governmental order, or pursuant to any judgment, order, decree or award of a court of competent jurisdiction, and Recipient provided Uponor with at least ten (10) business days written notice (or if the circumstances do not permit such advance written notice, such advance notice as is reasonably practicable under the circumstances) prior to making such disclosure.

In the event of a breach or a threatened breach of this Agreement, Uponor shall be entitled to injunctive or other equitable relief restraining Recipient from committing or continuing the same, without showing or proving any actual damage sustained by Uponor. In the event of any such breach, Uponor shall, in addition to any equitable relief, be entitled to any other remedies available at law, including the award of damages. Recipient agrees to reimburse Uponor for all reasonable attorneys' fees and costs incurred by Uponor in the event Recipient breaches a provision of this Agreement.

No license or right is hereby granted to Recipient, by implication or otherwise, with respect to any Confidential Materials. All rights, title and interest in and to any and all inventions (including discoveries, ideas and improvements, whether or not patentable), which are conceived or made and which are derived from or utilize any Confidential Materials shall belong to Uponor.



This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to the principals of such jurisdiction regarding choice or conflicts of law. Recipient and Uponor agree to the exclusive jurisdiction of the federal and state courts of Minnesota for purposes of resolving any disputes arising out of or relating to this Agreement.

IN WITNESS WHEREOF, Recipient has executed this Agreement as of the _____ day of _____, 20__.

RECIPIENT:

(Signature)

(Print Name)

(Company)

(Date)

Uponor Employee _____

Manager _____

Department _____