**Product Safety and Regulatory Non-Disclosure Agreement**

This Product Safety and Regulatory 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 Affiliates (collectively ''K-C'') and Anthesis LLC; (“Anthesis”) desire to review or evaluate certain confidential information developed by Click here to enter text. (“Company”) for the purpose of evaluating and assessing product safety, compliance with K-C policies and regulatory compliance (the ''Purpose'').

As used herein “Affiliates” means any entity in which Kimberly-Clark Corporation, either directly or indirectly, (i) is the beneficial owner of fifty percent (50%) or more of any class of equity securities or (ii) has the power to direct or cause the direction of management or policies of such entity.

As used herein “Confidential Information” means any and all proprietary information without regard to form, both technical and business related, including technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, tests, drawings, processes, financial data, financial plans, product or service plans or lists of actual or potential customers or suppliers which is not commonly known by or available to the public.

As used herein “Disclosing Party” means the party disclosing Confidential Information to the other party.

As used herein “Receiving Party” means the party receiving Confidential Information from or on behalf of the other party.

Company is 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 and Anthesis agree to maintain in strict confidence Confidential Information received from Company and to use it solely for the Purpose. Disclosing Party will use reasonable efforts to identify and/or mark its Confidential Information as “Confidential” at the time of disclosure. In the event that Confidential Information is disclosed and not contemporaneously identified as being “Confidential”, the Receiving Party agrees to treat such information as confidential to the extent that a reasonable person would consider such information to be confidential given the content and circumstances of the disclosure. K-C and Anthesis 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 but in no event less than a reasonable degree of care. K-C and Anthesis shall restrict the number of people having access to Confidential Information to employees in its internal product safety, regulatory and legal departments that have a need to know and who are directly connected with the Purpose.
2. Analysis. K-C and Anthesis agree not to chemically analyze, disassemble, decompile, or otherwise reverse engineer any or all of the Confidential Information, but K-C may analyze Company products only to detect the presence and/or amounts of ingredients and potential contaminants, by-products, or impurities for the purpose of product safety assurance or regulatory compliance evaluations. Any analysis and the results thereof conducted by K-C pursuant to this paragraph (2) shall be Confidential Information of Company and shall be subject to the terms of this Agreement.
3. 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 and/or Anthesis 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 and/or Anthesis; (b) was already in K-C or Anthesis’s possession at the time of such disclosure without an obligation of confidentiality to Company; (c) was later received by K-C and/or Anthesis on a non-confidential basis from a third party who, to K‑C’s knowledge, had the right to impart such Confidential Information; or (d) was independently developed by K-C or Anthesis employee(s) who did not benefit from or have access to the Confidential Information. Confidential Information shall not be deemed to be within one or more of the foregoing exceptions merely because any part of such Confidential Information is embodied in general disclosures or because individual features, components or combinations are now or hereafter become publicly known.

In the event that Receiving Party or any of its Representatives becomes legally compelled by law, regulation, or administrative or legal process to disclose any of the contents of the Confidential Information, the Disclosing Party agrees that Receiving Party may do so without liability, but only to the extent that such disclosure is so required and only if Receiving Party (i) promptly notifies the Disclosing Party prior to any such disclosure to the extent practicable and legally permitted, (ii) cooperates with the Disclosing Party to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Information, and (iii) promptly notifies Disclosing Party of the information so disclosed.

1. Data Security Breach. The Receiving Party shall immediately notify the Disclosing Party in the event that any Disclosing Party Confidential Information is or is suspected of being stolen, misappropriated or wrongfully disclosed contrary to the terms of this Agreement.
2. 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 and/or Anthesis’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 for compliance purposes.
3. 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.
4. Term; Termination. Any 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.
5. Survival. Termination of this Agreement for any reason shall not relieve K-C and/or Anthesis of the obligations of confidentiality and non-use respecting Confidential Information disclosed to K-C and/or Anthesis prior to such termination, which shall survive the termination of this Agreement for a period of Choose an item. years; provided, however, in the case of a trade secret, the obligations of confidentiality and non-use shall continue until the Confidential Information no longer qualifies as a trade secret.
6. Independent Contractors. The parties hereto at all times remain independent contractors, and no express or implied representations to the contrary shall be made.
7. 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.
8. Assignment. This Agreement shall be binding upon the parties hereto and their successors in business, but shall not otherwise be assignable.
9. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. pertaining to contracts made and performed within that state, without recourse to any conflicts of laws principles.
10. Equitable Relief. Receiving Party agrees that the Disclosing Party may be irreparably injured by any unauthorized disclosure or attempted disclosure of the Confidential Information or any other breach of this Agreement by Receiving Party and that the Disclosing Party will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such unauthorized disclosure or attempted disclosure or other breach of the provisions of this confidentiality agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this confidentiality agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available at law or in equity and nothing herein will be deemed to limit any remedies of the Disclosing Party for the breach of this confidentiality agreement.
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 any party to any other party 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 CORPORATION2300 Winchester RoadNeenah, WI 54956 |  | ANTHESIS LLC1245 Pearl St #208Boulder, CO 80302 |
|  |  |  |  |  |
| By: |  |  | By: |  |
| Name: |  |  | Name: |   |
| Title: |  |  | Title: |  |

|  |
| --- |
| COMPANY NAMEAddress 1Address 2E-mail addressPhone number |
|  |  |
| By: |  |
| Name: |  |
| Title: |  |