

## Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is effective as of the date of Company's electronic acceptance ("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"); and Company desire to review or evaluate a subject of mutual interest (the "Purpose").

Accordingly, either party may find it desirable or necessary to disclose information which may be considered proprietary and confidential by the party making the disclosure ("Confidential Information"). Such Confidential Information will be disclosed for the Purpose and for no other purpose in accordance with the following understandings:

- 1. Confidentiality Obligations.** Each party shall maintain in confidence Confidential Information obtained from the other and use such Confidential Information only for the Purpose. Such Confidential Information shall be identified in writing and marked "Confidential" by the disclosing party or, if first presented orally or visually, shall be reduced to writing, the writing marked "Confidential" by the disclosing party and delivered to the receiving party within twenty (20) days of the oral or visual disclosure. Each party agrees to treat Confidential Information disclosed to it by the other with the same degree of care as it does in protecting its own confidential and proprietary information, and the Confidential Information shall be disclosed within the recipient party only on a need-to-know basis.
- 2. Exceptions to Confidentiality Obligations.** The obligations of confidentiality and non-use shall not apply to Confidential Information which the receiving party can document: (a) at the time of disclosure 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 the receiving party; (b) was already in the possession of the receiving party at the time of such disclosure without an obligation of confidentiality; (c) was later received on a non-confidential basis by the receiving party from a third party having the right to impart such Confidential Information; or (d) is developed by an employee of the receiving party who did not 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.
- 3. Compelled Disclosure.** If any party becomes legally compelled to disclose Confidential Information of the other, the party so compelled shall promptly notify the other party and shall cooperate with the other party in securing a protective order or any similar action taken to maintain the confidentiality of such Confidential Information. The party so compelled shall disclose only that portion of the Confidential Information which it is legally required to furnish.
- 4. Publicity.** In addition to the foregoing obligations, the parties to this Agreement agree to consult with and obtain written permission from the other party prior to publishing or disseminating any advertising, promotion or other printed material, participating in seminar/symposia presentations or other activity which would disclose that they have participated in a review or evaluation of the Confidential Information, have a pending or actual business relationship and/or any details of that relationship.
- 5. Return of Confidential Information.** All written, printed, electronically stored or other tangible documents, samples and materials submitted by one party to the other hereunder, and all copies thereof remaining in the receiving party's possession, shall promptly be returned to the disclosing party and electronic media erased upon request or upon termination of this Agreement, except that a copy of each may be retained by the receiving party under appropriate security.

6. No Additional Rights or Obligations. Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights to either party under the patents, technical information or know-how of the other party except to the extent expressly set forth herein, nor as giving rise to any obligation on the part of either party to supply or to purchase any goods or services to the other party.
7. Term; Termination. Either party may at any time upon written notice terminate this Agreement; otherwise participation by the parties in the review or evaluation shall end, and this Agreement shall terminate ten (10) years from the Effective Date.
8. Survival. Termination of this Agreement for any reason shall not relieve either party of the obligations of confidentiality and non-use respecting Confidential Information disclosed to such party, which shall survive the termination of this Agreement for a period of ten (10) years, or in the case of a trade secret, such Confidential Information shall survive until the Confidential Information no longer qualifies as a trade secret.
9. Independent Contractors. The parties hereto at all times remain independent contractors, and no express or implied representations to the contrary shall be made.
10. 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.
11. Assignment. This Agreement shall be binding upon the parties hereto and their successors in business, but shall not otherwise be assignable.
12. 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.
13. Electronic Acceptance. The electronic acceptance of Company shall be valid and binding as an original signature of Company.

END OF AGREEMENT