

## E. I. DU PONT DE NEMOURS & COMPANY

WILMINGTON, DELAWARE 19898

Mr. Richard S. Hart President Contours Consulting Design Group, Inc. 864 Sterns Road Bartlett, IL 60103-4508

## CONFIDENTIAL INFORMATION AND INVENTION AGREEMENT

It is anticipated that Du Pont will from time to time disclose to you (meaning your Company if you represent a company) certain technical or business information and may also request that you develop information for Du Pont at Du Pont's expense. With respect to all such information we suggest an agreement on the following terms:

- 1. For a period of five (5) years following the date of each such disclosure or development you shall maintain such information confidential, except:
  - a. information which is or becomes known publicly through no fault of yours,
  - b. information learned by you from a third party entitled to disclose it, or
  - information already known to you before receipt from or development for Du Pont, as shown by your prior written records.
- 2. You shall not, without prior written permission of Du Pont, furnish to any third party any equipment or material embodying or made by use of any information received or developed hereunder or use such information for purposes other than internal evaluation so long as such information must be maintained confidential; provided, however, that nothing herein shall prevent you from furnishing to third parties equipment or material embodying or made by use of any such confidential information furnished by the third party. All confidential information in tangible form, received or developed hereunder, shall be sent to Du Pont at Du Pont's request.
- 3. No right or license, either expressed or implied, under any patent is granted hereunder.
- 4. You shall not disclose confidential information received or developed hereunder nor assign work hereunder to anyone other than your employees who have agreed in writing to maintain the information confidential and to execute all documents deemed necessary by Du Pont to permit you to comply with all provisions of this agreement.
- 5. You agree to communicate to Du Pont any ideas and improvements that you conceive or make arising from your activities under this agreement and you hereby assign to Du Pont all rights and title to such ideas and improvements. If Du Pont considers any of them to be inventions on which Du Pont wishes to apply for United States or foreign patents, you shall at our request execute all papers we deem necessary or advisable for the filing and prosecution of such patent applications and for providing confirmation of Du Pont's legal title to the inventions, applications, and any patents granted. Du Pont shall bear all costs involved.
- 6. The relationship as described above between you and Du Pont will terminate ten (10) years from the date of your acceptance of this letter or may be earlier terminated by either party upon thirty (30) days' prior written notice to the other. Termination of this Agreement shall not relieve you of any obligation with respect to information disclosed or developed hereunder prior to termination and shall not affect Du Pont's rights with respect to ideas and improvements conceived or made prior to termination.

If the above is satisfactory to you, will you kindly indicate your acceptance by signing and dating the enclosed copy of this letter and returning it to me for our files. Thank you for your cooperation.

Very truly yours,

E. I. DU PONT DE NEMOURS AND COMPANY

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Ass.

Title PARCHOSING

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