

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) will confirm the mutual understandings of the undersigned and _____ (“the Company”) and the undersigned’s receipt of information regarding The Company.

1. Information means all oral or written data, reports or materials (“Information”) obtained from the Company which is not in the public domain, including the knowledge that the company may be considering a sale, or even the fact that Information has been provided.
2. Information is being furnished solely in connection with the consideration of the acquisition of the Company and shall be treated as “secret” and “confidential” and no portion of it shall be disclosed to others, except to those employees and agents of the undersigned whose knowledge of the information is required to evaluate the Company as a potential acquisition and who shall assume the same obligations as the undersigned under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.
3. Should there be no interest in the Company as an acquisition, all information shall be promptly returned, destroyed or otherwise disposed of, as directed by the Company.
4. It is understood that (a) the Company makes no representations or warranties as to the completeness or accuracy of any information and (b) any and all representations and warranties shall be made solely by the company and shall be set forth in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
5. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition of the Company.
6. The respective obligations of the parties under this Agreement shall survive for a period of three years following the date hereof.

ACCEPTED and AGREED to:

By:

Owner

Rex-Hide, Inc.

By:

Craig F. Kirsch
Director of Finance &
Acquisitions