

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made and effective as of this ____ day of _____, 2017, and entered into by and between _____ and Hudson Technologies. As used in this Agreement, "Disclosing Party" is the party disclosing, and "Receiving Party" is the party receiving, Confidential Information.

1. **CONFIDENTIAL INFORMATION.** The parties hereto may transmit to each other Confidential Information for the purpose of evaluating a potential business arrangement between the parties ("Transaction"). Confidential Information is defined as all patents, patent applications, trade secrets, designs, discoveries, inventions, pricing and costing, computer software and programs, business plans, vendor lists, financial, business or technical information, and other information which at the time of disclosure is identified as being "confidential" by the Disclosing Party, but which does not include information described in Section 3 below.
2. **CONFIDENTIALITY.** For a period of two (2) years from the date hereof, each party hereto will hold in confidence and not disclose or disseminate the Confidential Information except to its Representatives who have a need to know and who will be involved in the evaluation and analysis of the Confidential Information in relation to the Transaction. Furthermore, each party will use the same degree of care to avoid disclosure of such Confidential Information as each such party uses with respect to its Confidential Information. Receiving Party shall inform its Representatives of the confidentiality of the Confidential Information and shall remain fully responsible for preservation of the confidentiality of the Confidential Information and for any breach of this Agreement by any of its Representatives. For purposes of this Agreement, "Representatives" mean a party's employees, agents and advisors.
3. **NONCONFIDENTIAL INFORMATION.** Confidential Information does not include, and neither party hereto shall have any obligation with respect to disclosure of, information that:
 - a. is or becomes generally available to the public other than as a consequence of a breach by Receiving Party or its Representatives of an obligation of confidentiality hereunder;
 - b. is made public by the Disclosing Party;
 - c. is received from a third party independent of the Disclosing Party without any breach by the third party of an obligation of confidentiality;
 - d. is already in possession of the Receiving Party; or
 - e. is independently developed by the Receiving Party without the use of Confidential Information.

If Receiving Party or any of its Representatives are requested or required to disclose any Confidential Information in connection with litigation or any regulatory proceeding or investigation, or pursuant to any applicable law, order, regulation or ruling, Receiving Party shall promptly notify Disclosing Party. Unless Disclosing Party obtains a protective order, receiving Party and its Representatives may disclose such portion of Confidential Information to the party seeking disclosure as is required by law or regulation.

4. **OWNERSHIP OF INFORMATION.** All information furnished to one party by the other hereunder shall, unless otherwise specified in writing by the Disclosing Party, remain the property of the Disclosing Party; and the written information, and any copies thereof, shall either be promptly returned to the Disclosing Party upon its written request or destroyed at the Disclosing Party's option.
5. **NO OBLIGATION.** Until definitive written agreement is executed and delivered by the parties, no agreement providing for any Transaction shall be deemed to exist, and neither party is under any legal obligation to enter into Transaction because of this Agreement. This Agreement neither obligates a party to deal exclusively with the other party nor prevents a party or any of its affiliates from competing with the other party or any of its affiliates.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws (excluding the law of conflict of laws) of the State of Florida.
7. **NO ASSIGNMENT.** Neither party may assign this Agreement or any rights hereunder, without the prior written consent of the other party.
8. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

	Hudson Tool & Die, Co., Inc. d/b/a Hudson Technologies
SIGNED BY: _____	SIGNED BY: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____