



MSDS CONFIDENTIALITY AGREEMENT

This MSDS Confidentiality Agreement is made effective as of _____ 2006, between QUALICHEM, INC. of 2003 SALEM INDUSTRIAL DR., SALEM, VA. 24153 and Customer Name, Address _____ (hereinafter "CUSTOMER").

WHEREAS, CUSTOMER has requested to a full disclosure material safety data sheet (MSDS) from QUALICHEM, the parties agree as follows:

CUSTOMER understands and acknowledge that the MSDS contains Confidential Information has been developed or obtained by QUALICHEM, INC. by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of QUALICHEM, INC. that provides QUALICHEM, INC. with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, CUSTOMER agrees to hold in confidence and to not disclose the MSDS to any person or entity without the prior written consent of QUALICHEM, INC. In addition, CUSTOMER agrees that:

i. No Copying/Modifying. CUSTOMER will not copy or modify the MSDS without the prior written consent of QUALICHEM, INC.

ii. Application to Employees. Further, CUSTOMER shall not disclose the MSDS to any employees of CUSTOMER, except those employees who are required to have the MSDS in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom the MSDS is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of QUALICHEM, INC.

iii. Unauthorized Disclosure of Information. If it appears that CUSTOMER has disclosed (or has threatened to disclose) the MSDS in violation of this Agreement, QUALICHEM, INC. shall be entitled to an injunction to restrain CUSTOMER from disclosing, in whole or in part, the MSDS. QUALICHEM, INC. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

Upon the written request of QUALICHEM, INC., CUSTOMER shall return to QUALICHEM, INC. the MSDS and any copies that have been made. CUSTOMER shall also deliver to QUALICHEM, INC. written statements signed by CUSTOMER certifying that all materials have been returned within five (5) days of receipt of the request.

QUALICHEM, INC.

CUSTOMER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____