

VUEGUARD[®] & TOPPRO COATING GUIDELINES

For

Customer Qualification Process

1. PCI can provide you with brochures, technical notes, information and coated plastic samples for all of PCI's high-performance UV-curable, solvent-based, 100% solids, hybrids and thermal coatings of interest. If there is further interest in our coatings (after preliminary testing of samples) and you would like to get more samples, PCI can provide free of charge more coated samples on PC, PMMA or substrate of your choice for additional testing and validations. If you do like the properties and would like to receive liquid samples (at a reduced cost,) then you must provide us w/additional, pertinent information and follow the process described below.
2. PCI requires answers to the following technical information:
 - a. Substrate material(s) to be used @ thickness (Manufacturer - Type)
 - b. Coating Application (spray, dip, roll, flow, spin, etc.) to be used
 - c. Processing Capabilities available
 - i. UV Capability (min 300W/in @ >1,200 mJ/cm, bulb type)
 - ii. Solvent Handling Capability
 - iii. Oven (IR, Hot Air Convection)
 - iv. Clean Room
 - d. Desired Specifications (mechanical, optical, chemical, environmental)
 - e. Testing Protocol @ Standards to be used (ASTM, JIS, IE, BS, etc.)
 - f. Volume @ Pricing sought
 - g. Competitive Product currently used (including present performance data, if applicable)
3. Do we exceed your specifications? If yes, we will ask for small samples of your substrate material with and without coatings used, to be coated by us to verify claims.
4. Please provide us with as many samples of your substrate material as you can, with and without coating(s) currently used. Please, send your samples to PCI for testing and qualification of the desired PCI coating. PCI custom formulates coatings.
5. If we are successful and our coatings are better than existing product(s), we will then provide your samples with our coatings back, free of charge, for your own testing and evaluation.



6. After completion of your evaluation process and if all tests are successful and you are happy with PCI's performance, we then must agree about price and quantity desired.
7. After we agree on specifications, pricing and volume, PCI will request of you to sign the attached Confidentiality and Non-Analysis Agreement.
8. After signing of the Confidentiality and Non-Analysis Agreement, PCI will be happy to send you wet coatings for a fee, along with our Application Notes for your IQ/OQ & PQ validation process.
9. Upon qualification, we then can talk about Logistics and other Special Arrangements.

Thank you for your kind understanding and giving us the opportunity to serve you. PCI coatings offer the following outstanding benefits:

- Higher Performance
- Higher Quality (Higher Production Yields & Consistency- Lower Scrap Rate)
- Lower Processing & Energy Costs
- Lower Coating Thickness (Lower Production Coating Needs)
- Best Overall Value

PCI's Management Team is available to assist you to resolve many processing, technical and business questions that you might encounter. All of us here at PCI, appreciate your business and the confidence you have placed in us by utilizing PCI's High Performance UV-Curable, Vueguard[®] Coating Systems.

Best Regards,

A handwritten signature in black ink, appearing to read 'George E. Drazinakis', with a long horizontal stroke extending to the right.

George E. Drazinakis,
President

CONFIDENTIALITY & SECRECY AGREEMENT

_____, 2014

In order to protect certain proprietary, confidential information (Information) and/or samples of proprietary materials (Product) which may be exchanged between them, this Confidentiality & Secrecy Agreement is by and between Performance Coatings International Laboratories, LLC. (PCI), 600 Murray Street, Bangor, PA 18013, USA, Attn: Mr. George E. Drazinakis; and

_____ whose principal place of _____ business _____ is

_____ Attn: _____, President (PARTICIPANT) and shall be effective on _____ (the Effective Date.)

It is hereby agreed that:

1. The Discloser of Information hereunder is: **PCI**.
2. The Recipient of Information hereunder is: **PARTICIPANT**.
3. The Information disclosed under this Agreement is described as: **relating to PCI's UV-Curable, Vueguard _____ and related data** and any information generated by Recipient as a result of carrying out the purpose set forth in Paragraph 5.
4. Description of Product: **Vueguard _____ Coating**.
5. The purpose for disclosing Information and submitting **wet coating samples is in order to allow PARTICIPANT to use the Vueguard _____ Coating in Production with Participant's _____ Coat Technology**. Any

results obtained by Recipient upon evaluation of Product and Information shall be disclosed to Discloser. Any Publications, Reports and/or Copyrights thereon generated by Recipient based on Information or Product received from Discloser and transmitted to Discloser, shall be owned by Discloser.

6. This Agreement covers all Information disclosed and Product provided after the Effective Date and shall terminate five (5) years following the Effective Date of this Agreement.
7. Product to be provided to **PARTICIPANT** by **PCI** will not be analyzed or cause to be analyzed to determine the chemical identity thereof or disclose to any third party by Recipient, and, at Discloser's discretion, any Product not consumed in the evaluation are to be destroyed or returned to Discloser upon completion of the evaluation.
8. Recipient shall not disclose to any person or entity nor will use Information or Product received from the other party except as provided for in Paragraph 5. Recipient shall use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential information of a like nature, to prevent disclosure of Information or Product received hereunder to third parties. Recipient shall also take all reasonable precautions to prevent inadvertent disclosure of any confidential Information. Participant shall disclose confidential Information and Product only to its employees who have a need to know and are bound by obligations of confidentiality and this Agreement.
9. Recipient's obligations hereunder will apply to all Proprietary Information that is:
(a) disclosed in tangible form clearly identified as confidential at the time of disclosure; (b) disclosed initially in non-tangible form and identified as confidential at the time of disclosure and, within 30 days of the initial disclosure, is summarized and designated as confidential in writing and delivered to Recipient; (c) generated by Recipient as set forth in Paragraph 3. Recipient's obligations shall also apply to "Products" related to and/or prepared using Proprietary Information and which relates to the subject matter of this Agreement.

10. Recipient has no obligation with respect to any Information disclosed hereunder which: (a) was in Recipient's possession before receipt from Discloser as evidenced by authenticated documentation; (b) is or becomes a matter of general public knowledge through no fault or negligence of Recipient and then only after such time as the proprietary Information and/or Samples becomes available; (c) is rightfully received by Recipient from a third party without an obligation of confidence; (d) is disclosed by Discloser to a third party without an obligation of confidence on the third party; (e) is disclosed under operation of law, governmental regulation, or court order, provided Recipient first gives Discloser notice, advises of the confidential status and uses all reasonable effort to secure confidential protection of such Information or Product.
11. Product and Information disclosed hereunder shall be at the sole discretion of Discloser. Discloser warrants that it has the right to make such disclosures, **HOWEVER DISCLOSER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, AND DISCLAIMS ANY SUCH IMPLIED WARRANTIES WITH RESPECT TO INFORMATION OR PRODUCT DISCLOSED HEREUNDER.**
12. Nothing contained herein shall be construed as granting or implying any rights or license to the Participant. Neither party transfers any rights in Information or Product disclosed hereunder or under intellectual property rights owned by Discloser or creates any other obligations, including agency or partnership obligations, between the parties except as expressed herein. This Agreement does not constitute an offer to sell Information or Product or items incorporating the same. Discloser reserves the right, at its sole discretion, to sell or offer Product for sale and to modify or discontinue the sale at any time, provided such offer or sale does not disclose Information of the other party which is subject to the restrictions of this Agreement.
13. Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or Product received from Discloser or the direct products of such technical data to any proscribed country listed in the

U.S. Export Administration Laws and Regulations unless properly authorized by the U.S. Government.

14. This Agreement shall be assignable by either party hereto without the consent of the other party, provided the party to whom this Agreement is assigned agrees in writing to be bound by the obligations of this Agreement. The assigning party shall remain obligated under this agreement with respect to all Proprietary Information and Products received prior to such assignment.
15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA. Any action brought forth to enforce this Agreement shall be brought in the highest court of competent jurisdiction in the Commonwealth of Pennsylvania, USA, and Participant hereby consents to such venue and jurisdiction.
16. It is hereby understood and agreed that, in the event of a breach by Recipient of any of the covenants contained in this Agreement, damages are an inadequate remedy. Any breach or anticipated breach by the Recipient of any of the terms in this Agreement will cause PCI irreparable injury and damage, and Recipient therefore agrees that PCI is entitled to seek injunctive and equitable relief in addition to all other remedies available to it by law. In the event of any dispute arising out of this Agreement, the prevailing party shall also be entitled to recover all its reasonable attorney fees and costs, including those incurred on appeal and in any enforcement proceeding.
17. This Agreement embodies the final and complete understanding between the parties hereto regarding the subject matter hereof, and replaces and supersedes all previous oral and written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement. This Agreement may not be modified or amended except in writing, and mutually agreed to by both parties.



Accepted and Agreed to by:

Performance Coatings International Laboratories, LLC

By: _____

By: _____

Name: George E. Drazinakis

Name:

Title: Managing Member

Title: President

Date: _____

Date: _____