

Formulation and Confidentiality Agreement

Troy Chemical Industries, Inc. (herein after know as "Troy") is undertaking to blend for _____ (hereinafter known as "_____") a list of formulas to the specifications of _____ also set forth in Exhibit A of this Agreement ("Agreement").

In this connection it will be necessary for _____ to disclose confidential formulation data, confidential manufacturing specifications, confidential customer information and other confidential technical data (collectively, "Technical Data") to Troy. In consideration of this disclosure by _____ of product from Troy, and other good and valuable consideration, the receipt of which is hereby acknowledged, Troy hereby agrees as follows:

1. Troy shall keep Technical Data secret and confidential. Troy shall not, and shall take every reasonable precaution to see that its directors, officers, partners, employees an agents shall not use the Technical Data item for its or their own purposes, or divulge or disclose the Technical Data to any one, or permit anyone to use the Technical Data, except to the extent necessary to complete the blending and/or packaging of Product by manufacturer for _____ or as provide for in Section 3 hereof.
2. Troy will not sell or distribute Product to third parties, except as directed by _____.
3. Nothing in this Agreement shall apply to Technical Data which is
 - I. Already known to Troy when disclosed by _____;
 - II. Which has become generally available to the industry without fault on the part of Troy prior to the date of this Agreement;
 - III. Which is acquired in the future by Troy from a third party under no duty of confidentiality to _____ with respect to such information;
 - IV. Any information required to be disclosed by process of law or pursuant to any federal, state or local law, statute, rule or regulation, including but not limited to, 29 CFR 1910.1200 (and related sections and regulations thereunder).
4. In the event of a cessation of business relationships between Troy and _____ in relation to Products, and, any event, at any time upon the request of _____, all Technical Data shall be returned to an authorized representative of _____, including all copies or any portion of the Technical Data, and any notes of _____ produced there from.
5. It is mutually understood that Troy will maintain batch samples of not less than eight (8) fluid ounces of all Products manufactured or packaged for _____ for a period of not less than two years from the date of manufacture, and one-half the amount of such



samples shall be forwarded to _____. All results of laboratory tests of such samples shall be provided to _____ thereafter, upon its request.

6. _____ agrees that it solely responsible for the creation, contents, legal adequacy and distribution to its customers and all other required recipients of all labels for the Product. In addition, _____ is solely responsible for distributing all Product warnings and literature for the Product. All shipping documents for the Product shall state the Product's two principal components, as required by federal law. _____ represents and warrants that its labels and Product Literature shall comply with all federal, state and local governmental laws and regulations, and provide adequate warnings of all hazards associated with use and exposure to the Product.
7. In addition to any other rights or remedies available at law or equity, _____ agrees to indemnify and immediately defend and hold Troy harmless from and against any claim, demand, action, suit or liability (including cost of defense, settlement, reasonable attorney's), which Troy is allegedly, or held responsible for as a result of death or bodily injury to any person, destruction or damage to any property contamination or adverse effects on the environment or any violation of governmental laws, regulation or orders, caused, or alleged to be caused, in whole or in part by, or in any way related to
- i. Any negligent or intentional act or omission of _____, its employees or agents;
 - ii. _____ failure to comply with 29 CFR 1910.1200 and sections relating to the creation and distribution of Safety Data Sheets;
 - iii. _____'s breach of this Agreement;
 - iv. Any party's failure to provide adequate warning or dangers or defects in the Product; however, _____ shall have no indemnification obligation to the extent such claims were proximately caused by Troy's
 1. Negligent acts;
 2. Or failure to formulate the products in accordance with the Products' specifications as set forth in Exhibit A. _____ agrees to the indemnification obligation set forth in Section 9. _____ represents and warrants that its Safety Data Sheets shall comply with all federal, state and local governmental laws and regulations.
- A. Further, in addition to any other rights or remedies available at law or equity, Troy Chemical Industries, Inc. agrees to indemnify and immediately defend and hold _____ harmless from and against any claim, demand, action, penalty, suite or liability (including cost of defense, settlement, reasonable attorney's fees), which _____ is allegedly, or held responsible for as a result of death or bodily injury to any person, destruction or damage to any property contamination or adverse effects

on the environment or any violation of governmental laws, regulations or orders, causes, or alleged to be caused, in whole or in part by, or in any way related to

- i. Any negligent or intentional act or omission of Troy Chemical Industries, Inc., its employee or agents;
- ii. Troy Chemical Industries, Inc.'s failure to comply with 29 CFR 1910.1200 and sections relating to the creation and distribution of Safety Data Sheets;
- iii. Troy Chemical Industries, Inc.'s breach of this Agreement;
- iv. Any party's failure to provide adequate warnings or dangers or defects in the Product; however, Troy Chemical Industries, Inc., shall have no indemnification obligation to the extent claims were proximately caused by _____ (1) negligent acts.

8. _____ Inc. shall, at its own expense, procure and maintain a policy of commercial liability insurance with limits of at least One Million and No/100 Dollars (\$1,000,000.00) each occurrence. The commercial liability policy shall be extended to include coverage for blanket contractual liability and shall name Troy as an additional insured. If the policy is a "claims made" policy, _____ shall so indicate on its certificate proved to _____ at Troy Chemical Industries, Inc., and _____ shall agree in the certificate to prove Troy with thirty (30) day prior written notice of cancellation or material change.

9. In addition to any other rights or remedies available at law or equity, _____ agrees to indemnify and immediately defend and hold Troy harmless from and against any claim, demand, action, penalty, suit or liability (including the cost of defense, settlement, reasonable attorney's fees), which Troy is allegedly, or held responsible for as a result of death or bodily injury to any person, destruction or damage to any property contamination or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, or alleged to be caused, in whole or in part by, or in any way related to

- i. Any negligent or intentional act or omission of _____, its employee or agents;
- ii. _____ failure to comply with 29 CFR 1910.1200 and sections relating to the creation and distribution of Safety Data Sheets;
- iii. _____ breach of this Agreement;
- iv. Any party's failure to provide adequate warnings or dangers or defects in the Product; however, _____ shall have no indemnification obligation to the extent such claims were proximately caused by Troy's
 1. Negligent acts; or
 2. Failure to formulate the products in accordance with the Products specifications as set forth in Exhibit A.



Secrecy Agreement

10. Except to the extent otherwise provided herein, no liability shall result to either party from delay in performance or from nonperformance caused by circumstances beyond the reasonable control of the party affected, including but not limited to, acts of God, fire, flood, explosion, war, and any action or request of a governmental authority, accident or inability to obtain necessary raw materials, power, equipment or transportation.
11. This Agreement, together with Exhibit A, embodies the entire understanding between the parties, and there are no agreements, express or implied, on the subject matter of the Agreement which are not merged into this Agreement. _____ shall pay all reasonable costs, fee (including attorney's fees) and expenses incurred by Troy in collecting monies due, or shall become due, under this Agreement. Except as otherwise specifically stated, no modification or addition to this Agreement shall be made by any forms of _____, such as a purchase order. All modifications to this Agreement must be written and signed by authorized representatives of both parties.
12. This Agreement shall be binding upon the successors and assigns of Troy and _____. The obligations of Troy contained in Sections 1-5 of this Agreement shall continue for so long as Troy produces and/or sells any of the Product to _____ hereunder, and for a period of five (5) years thereafter. This Agreement shall not be assigned, except upon thirty (30) days' prior notice.

This agreement was executed by Troy Chemical Industries, Inc. on the 16th day of September, 2025.

TROY CHEMICAL INDUSTRIES, INC.

By: _____
{Name of Representative}

Date: _____

By: TED BUNTON
Ted Bunton, President

Date: 9/16/2025

Attachment: "Exhibit A"

REVISED: 020325



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