

CONFIDENTIALITY AGREEMENT

YOUR NAME & TITLE: _____
VENDOR/ORGANIZATION: _____
ADDRESS: _____

ACKNOWLEDGMENT

I, in my individual capacity and on behalf of the organization I represent ("Vendor"), acknowledge that during the course of my association with James Hardie Building Products Inc. ("Company") and its affiliates (collectively, "Company") and/or during the course of any visits to factories or premises owned or operated by the Company, Vendor may receive or otherwise come in contact with information which is confidential to the Company. Vendor acknowledges that the Company is only prepared to maintain an association with Vendor or grant access to the factories or premises owned or operated by it on the condition that Vendor agrees to keep any information received by it confidential. Vendor agrees to do so on the terms contained in this agreement. For purposes of clarity, "Vendor" means myself and the organization I represent including all of such organization's employees, representatives, agents and officers.

TERMS OF DISCLOSURE

"Confidential Information" includes information passing from the Company to Vendor (whether in writing, verbal or visual) and/or created by Vendor pursuant to its association with the Company, concerning quality systems, product formulations, engineering designs and drawings, testing methods and results, research projects, commercial, financial and business information, plans, customer and supplier identities and other information deemed by the Company, in its sole discretion, to be confidential. "Confidential Information" also includes any copy, extract, note or other record (written, electronic, photographic or other) of the Confidential Information made by me or any officer, employee, agent or representative of Vendor wherever contained or recorded. "Confidential Information" also includes any other information treated or identified as confidential by the Company including, but not limited to, the following: _____.

Vendor agrees to do all things reasonably necessary to preserve and protect the confidentiality of the Confidential Information. Vendor will not use or allow the use of the Confidential Information for any purpose other than that which has been disclosed to and approved by the Company in writing. Vendor will also:

- a) limit the disclosure of the Confidential Information to such of its officers, employees, agents or representatives who reasonably require such information for the purpose of its association with the Company, and in such cases require them to be equally bound by the conditions of this agreement; and
- b) safely and securely store the Confidential Information; and
- c) return immediately to the Company all Confidential Information (including any copies, extracts, notes or other records) when requested to do so by the Company at any time, or upon the cessation of its association with the Company.
- d) inform the Company if any disclosure of any portion of Confidential Information may be required by any governmental body or judicial order and allow the Company to take whatever steps the Company deems necessary to prevent such disclosure.

Information ceases to be Confidential Information where it has entered the public domain or where it is approved in advance and in writing for disclosure by the Company. The obligations of confidentiality in this agreement continue to apply to Vendor until Vendor obtains a release in writing from the Company or until the information ceases to be Confidential Information as indicated in the foregoing sentence. Affiliates of the Company have all the rights and privileges granted hereunder including, without limitation, the right to enforce this Agreement.

If Vendor, or I, in my individual capacity, conceive or develop, either solely or jointly with others or with Company, any inventions, improvements, ideas, concepts, designs, materials, Intellectual Property (defined below) and the like, whether or not they can be patented, copyrighted (whether or not registered) or trademarked, which are (a) based on or result from access to Company's Confidential Information, or (b) related to or resulting from the services Vendor, provides (collectively "Developments"), I, in my individual capacity, and Vendor agree to assign and do hereby assign to Company, for adequate and sufficient consideration herein acknowledged, all worldwide right, title and interest in and to said Developments except for Intellectual Property that is in the public domain. It is further agreed that such Developments shall be considered and treated as Confidential Information of Company. "Intellectual Property" means all patents, patent applications, international patent rights and rights of priority, proprietary information and trade secrets, copyrights and copyright registrations, and trademarks and trademark registrations of a party or third party.

I acknowledge and agree to be bound by the above terms on behalf of myself and my organization and represent that I have the authority to bind my organization in this regard.

Signed: _____ Date: _____