

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT between _____,
a corporation having offices at _____ (Company),
and AMPHENOL Tuchel Industrial GmbH, (“Amphenol”),
is effective as

WHEREAS, for the purpose stated in Section 2 below, Company and Amphenol (collectively referred to as the “Parties” and individually referred to as a “Party”) have determined to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below) that one Party (“Owner”) may disclose to the other Party (“the Recipient”).

NOW, THEREFORE, the Parties agree as follows:

1. “Confidential Information” means information that relates to the purpose stated in Section 2 below that has been designated as proprietary by the disclosing party with an appropriate conspicuous stamp or legend on the document exchanged or, although not related to such purpose, is nevertheless disclosed, and that should reasonably have been understood by the Recipient, because of appropriate and conspicuous legends or other markings, to be proprietary and confidential to the Owner, an Affiliate of the Owner or to a third party. The term “Affiliate” means any person or entity directly or indirectly controlling controlled by, or under common control with a Party. Confidential Information may be disclosed in written or other tangible form (including magnetic media) or by oral, visual or other means. In addition, information and data disclosed orally shall be subject to the provisions of this Agreement provided; (a) the disclosing party clearly identifies the orally disclosed data as proprietary at the time of disclosure, and (b) such orally disclosed data is subsequently reduced to writing, marked with an appropriate stamp or legend and provided in writing as Confidential Information pursuant to Article 2 within ten (10) days of such oral disclosures.
2. Confidential Information disclosed hereunder is intended to be used for the purpose of discussing the following general business opportunities: _____ (the “Purpose”).
3. The Recipient shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Recipient may disclose Confidential Information received hereunder to (i) its Affiliates, to its employees and agents, and its Affiliates’ employees and agents, who have a need to know the Confidential Information, and who agree to protect the Confidential Information from unauthorized use and disclosure. Confidential Information shall be used solely for the Purpose and shall not otherwise be disclosed to any third party without the prior written consent of the Owner.
4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information, which is:

(a) in the public domain as of the date of this Agreement or which later comes into the domain from a source other than the Recipient;

(b) in the Recipient's possession free of any obligation of confidence at the time of Owner's communication thereof to the Recipient;

(c) developed by the Recipient independently of and without reference to any of the Owner's Confidential Information or other information that the Owner disclosed in confidence to any third party and there is tangible evidence to support such independent development;

(d) rightfully obtained by the Recipient from third parties authorized to make such disclosure without restriction; or

(e) approved for release by prior written authorization of the Owner.

5. In the event the Recipient is required by law, regulation or court order to disclose any of the Owner's Confidential Information, the Recipient will promptly notify the Owner in writing prior to making any such disclosure in order to facilitate seeking a protective order by the Owner or other appropriate remedy from the proper authority. The Recipient agrees to cooperate with the Owner in seeking such order or other remedy. The Recipient further agrees that if the Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information, which it is legally required, and it will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. All Confidential Information disclosed under this Agreement (including without limitation, information in computer software or held in electronic storage media) shall be and remain the property of the Owner. All such Confidential Information in tangible form shall be returned to the Owner promptly upon written request or the termination or expiration of this Agreement, and shall not thereafter be retained in any form by the Recipient, its Affiliates, or any employees or independent contractors of the Recipient or its Affiliates. The Recipient shall also certify to the Owner the timely destruction of all copies of Confidential Information and all notes and memoranda, in whatever form maintained, incorporating any Confidential Information.

The Parties' representatives primarily responsible for coordinating disclosure and receipt of Confidential Information and further responsible for destruction and/or return of Confidential Information, upon termination of this Agreement are:

If to Amphenol:

Name:

Title:

Address:

Telephone:

Facsimile:

If to:

Name:

Title:

Address:

Telephone:

Facsimile:

Any notice required or contemplated by this Agreement shall be given in writing to the individuals whose names are set forth above either via hand delivery or by confirmed facsimile transmission or by Federal Express or comparable overnight carrier.

7. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement. Neither Party shall be obligated by this Agreement to disclose any Confidential Information which it does not wish to disclose or to enter into any other agreement or transaction or to purchase from or provide to the other Party any service or product.

8. The Owner represents that it has the authority to disclose to the Recipient any Confidential Information, which it elects to disclose hereunder. The Owner shall not, however, have any liability or responsibility for errors or omissions in, or any decisions made by the Recipient in reliance on, any Confidential Information disclosed under this Agreement.

9. Each party agrees to protect Confidential Information received from the other by exercising, at a minimum, the same level of care it uses to protect its own confidential information and agrees that it will (a) use such Confidential Information only for the purposes of this Agreement; (b) only make such Confidential Information available to its employees having a "need to know"; (c) not disclose the Confidential Information to any third person, except that Confidential Information may be disclosed to the demand of the Government (d) not copy or reproduce Confidential Information in whole or in part, except as necessary to carry out the purposes of this Agreement, provided that, if they do copy or reproduce Confidential Information in whole or in part, the reproduction shall carry a proprietary notice or legend similar to that which appears on the original; (e) not manufacture, sell, use, or have made devices embodying or utilizing Confidential Information, except as otherwise agreed to by the Parties in writing.

10. Except as may be required by law or to enforce the terms hereof, neither Party shall disclose the existence or terms of this Agreement, or the substance of any discussions or negotiations covered by this Agreement.

11. The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement may result in irreparable injury to Owner for which monetary damages alone may not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

12. Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

14. This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures

concerning such subject matter; (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties; and (c) shall be governed and construed in accordance with the laws of Germany without regard to its choice of law provisions.

15. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

16. In addition to all remedies available in law and equity, a party who breaches or attempts to breach this Agreement shall be liable to the other party for all legal fees and costs incurred in the successful enforcement of this Agreement or the successful establishment of breach of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

AMPHENOL-Tuchel Industrial GmbH

By: _____
Signature _____

By: _____
Signature _____

By: _____
Printed Name: _____

By: _____
Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____