

NON-DISCLOSURE AGREEMENT

This agreement is made and entered into this [Day] day of [Month], [Year], between [Name], a company organized under the laws of the state of _____, U.S.A. (hereinafter known as “_____”) and [Name] (hereinafter known as “Customer”).

Whereas [NAME] possesses information, data, patents and experience relating to [____], [____] and [____] Deposition equipment, and whereas such intellectual and physical property constitute a valuable commercial asset to [NAME], and whereas [NAME] is willing, subject to the terms and conditions hereof, to disclose so much of such property to Customer as may be necessary for the purpose of enabling Customer to engage in a joint program with [NAME] to develop and provide a [____] to suit the requirements of both parties.

Whereas Customer possesses information, data, and **experience related to producing** [____], whereas such intellectual and physical property constitute a valuable commercial asset to Customer, and whereas Customer is willing subject to the terms and conditions hereof, to disclose so much of such property to [NAME] as may be necessary for the enabling of [NAME] to engage in a joint program with Customer to develop and provide a [____] to suit the requirements of both parties.

Now, therefore, the parties hereto agree as follows:

1. The term “Confidential Information” as used herein means all information, data, patents and experience referred to above, whether of a technical, engineering or economic nature supplied to or obtained by either party, in writing, in the form of drawings, orally or by observation, except information which is now or hereafter becomes part of the public domain, or information which was in either parties possession at the time of this agreement or which hereafter comes into the possession of either party from an independent third source not under any obligation of secrecy to the participants of this agreement.
2. In consideration of both parties willingness to disclose confidential information to each other, both parties agree:
 - a) Not to use any received Confidential Information except for the purpose specified above, and accordingly, without limiting the generality of the foregoing, not to use such information in connection with any other work performed by either party for itself or for any other person, firm or organization.
 - b) Not reveal any Confidential Information to third parties and accordingly, without limiting the generality of the foregoing, not to supply any such Information to any prospective customer of either party. For the purpose of this agreement, “third

parties” shall be deemed to include any or all subsidiaries and affiliates of the participants.

- c) To keep such Confidential Information strictly secret and confidential and to that end, without limiting the generality of the foregoing, to cause all written materials relating to or containing such information, including all sketches, drawings, reports and notes, and all copies, reproductions, reprints and translations, to be plainly marked to indicate the secret and confidential nature thereof and to prevent unauthorized use or reproduction.
- d) To take reasonable precautions in order that the secrecy of information is preserved between both parties employees having access to any significant portion of such information, and to assume the responsibility that such employees will preserve the secrecy of any information with respect to third parties.
- e) To return all such written materials to the originating party, in a prompt and timely manner, should the joint program referred to above be terminated.

Company

Signature

Print Name

Title

Date

Company

Signature

Print Name

Title

Date