

MUTUAL CONFIDENTIALITY AGREEMENT

(ENG-056)

_____ – **FERRAZ SHAWMUT Inc.**

This Agreement, effective (_____), is by and between FERRAZ SHAWMUT Inc., having a place of business at 374 Merrimac Street, Newburyport, Massachusetts and (_____) Corporation and/or some of its affiliates and/or subsidiaries (joint and severally _____), having a place of business at (_____)

The parties desire to enter into business discussions, technical exchanges, and/or other activities (collectively Discussions) relating to (_____) devices and applications for such devices, including but not limited to (_____) (**Subject Matter**).

In the course of the Discussions, it may be necessary or desirable for each party (Disclosing Party, FERRAZ SHAWMUT or (_____), as the case may be) to provide the other party (Receiving Party, (_____) or FERRAZ SHAWMUT, as the case may be) with, or give it access to, technical or business data or other proprietary information of the Disclosing Party relating to the Subject Matter (collectively Proprietary Information), so that the Discussions may freely take place. Proprietary Information may include, by way of example but without limitation, data, know-how, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, business and financial plans, vendor, customer and distributor names, pricing information, market definitions, inventions, and ideas.

The parties understand and acknowledge that each party has developed its respective Proprietary Information through the expenditure of substantial time and money, that each party desires to retain the same in trust and confidence and to withhold access thereto from third parties, and that the commitments set forth herein are a condition precedent to each party's agreement to enter into the Discussions.

Therefore, the parties agree as follows:

1. *Nondisclosure.* A Receiving Party: (a) will use all reasonable efforts (but in any event not less than those employed for safeguarding its own Proprietary Information) to keep Proprietary Information of the Disclosing Party and/or any knowledge which may be imparted through examination thereof or working therewith confidential and (b) will not, except as specifically authorized in writing by the Disclosing Party, (i) communicate such Proprietary Information and/or knowledge to any third party or

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any employee, agent, or consultant of the Receiving Party, unless such employee, agent, or consultant reasonably requires access thereto and has undertaken an obligation of confidentiality with respect to trade secrets of others entrusted to him or her, or (ii) utilize such Proprietary Information and/or knowledge for any purpose other than internal evaluation and/or furthering a business relationship with the Disclosing Party.

2. *Exceptions.* A Receiving Party shall not be required to treat information as Proprietary Information of the Disclosing Party if such information: (a) was already lawfully known to the Receiving Party at the time of receipt thereof from the Disclosing Party, as shown by documents or other tangible evidence in the Receiving Party's possession; (b) either had been published or was otherwise available to the public at the time of its receipt by the Receiving Party from the Disclosing Party; (c) is subsequently disclosed to the Receiving Party without any duty of confidentiality by a third party having the legal right to do so; (d) subsequently becomes published or available to the public other than by a breach of this Agreement; (e) is subsequently developed by the Receiving Party independently of any disclosure to it by the Disclosing Party, as shown by documents or other tangible evidence in the Receiving Party's possession; or (f) is subsequently intentionally disclosed by the Disclosing Party to a third party without any duty of confidentiality. Exceptions (c), (d), (e), and (f) shall apply only as of the respectively stated subsequent events.

Information shall not be deemed to be within the forgoing exceptions merely because it is (i) specific and embraced by more general information in the public domain or in the possession of the Receiving Party or (ii) a combination of individual items of information that can be pieced together to reconstruct such combination from various sources, none of which shows the whole combination and its principle of operation.

The mere sale or unrestricted disclosure of an article or product made from a proprietary composition by a Disclosing Party shall not be deemed to constitute a disclosure of the formula of such composition bringing the formula within one of the foregoing exceptions.

3. *Return of Tangible Information.* Upon written request by the Disclosing Party, a Receiving Party shall promptly return or securely destroy all tangible information (such as drawings, specifications, data, prototypes, or samples) provided by the Disclosing Party, along with any and all copies thereof, except that the Receiving Party may retain a single copy of such tangible information in a secured file for record-keeping purposes only.
4. *Marking of Proprietary Information.* A Receiving Party shall not be required to treat information as Proprietary Information of the Disclosing Party unless such information was disclosed by the Disclosing Party via: (a) a writing which is marked with a "Confidential," "Proprietary," or other suitable legend of similar meaning or (b) oral, visual, or tangible means (such as a sample, model, or writing not marked in accordance with preceding clause (a) which is identified as Proprietary Information in

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a written communication delivered to the Receiving Party within thirty (30) days of the disclosure date.

5. *No Licenses Granted.* Nothing in this Agreement, and no course of dealing between the parties, shall be construed to constitute the grant of a license, express or implied, to a Receiving Party under any patent, patent application, trademark, copyright, trade secret, or other Proprietary Information of the Disclosing Party.
6. *Disclosure Period.* The period for disclosure (“Disclosure Period”) of Proprietary Information under this Agreement shall commence on the Effective Date and expire one (1) year thereafter. Either party may provide for an earlier expiration of the Disclosure Period by giving the other party at least thirty (30) days’ written notice to such effect. A Receiving Party shall have no obligation to treat information which was not received within the Disclosure Period as Proprietary Information of the Disclosing Party unless otherwise agreed to in writing by the parties.
7. *Confidentiality Period.* A Receiving Party’s obligations in respect of use of disclosure of Proprietary Information of the Disclosing Party shall extend for a period termination five (5) years from the date on which the Receiving Party receives the Proprietary Information and shall survive any subsequent termination of this Agreement or expiration of the Disclosure Period; provided, however, that in respect of the formulae of proprietary compositions of a Disclosing Party, such obligations shall remain in effect until excepted under the Paragraph entitled “Exceptions” above.
8. *Export Control.* A Receiving Party shall comply with the export and re-export control laws and regulations of the United States in respect of Proprietary Information received from a Disclosing Party.
9. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts (excluding the choice-of-law rules thereof).

For and on behalf of:
XXXXXX Corporation

For and on behalf of:
FERRAZ SHAWMUT Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____