
Non Disclosure Agreement

With respect to the information exchanged between the parties, the parties agree as follows:

1. As used in this agreement the term "Proprietary Information" shall mean any information disclosed by one party (the disclosing party) under this agreement, whether in writing, in electronic or other documentary form, orally, in the form of ideas, routines, formulae, software, samples, equipment, models, visually or otherwise to the other party, (the receiving party), provided that such information is clearly and conspicuously marked as proprietary or commercially sensitive (e.g. with the marking such as proprietary commercially sensitive or confidential) at the time of disclosure or is confirmed and specified by the disclosing party as such in documentary form within thirty days from its being disclosed. All the protections and restrictions in this agreement as to the use and disclosure of Proprietary Information shall apply during said period of thirty days referred to above.
2. The protections and restrictions in this agreement as to the use and disclosure of Proprietary Information of the disclosing party shall not apply to any information that the receiving party can evidence:
 - a. is at the time of disclosure hereunder, already published or otherwise publicly available or
 - b. is after disclosure hereunder, published or becomes available to the public other than by breach of this agreement or
 - c. is rightfully in the receiving party's possession without restriction as to use and disclosure, prior to receipt from the disclosing party or
 - d. is rightfully received by the receiving party from a third party without restriction as to use or disclosure or
 - e. is approved for release or use by written authorization of the disclosing party.

Moreover, the receiving party may make disclosure of the Proprietary Information of the disclosing party required by court order provided the receiving party (i) uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, (ii) gives the disclosing party notice of such order, and (iii) allows the disclosing party to participate in the proceedings.

3. Proprietary Information delivered by the disclosing Party to the receiving Party shall be used solely for the purpose of engineering discussions amongst the parties, quotations and/or manufacturing of electrical, mechanical or optical components (the "Purpose"). No other use of Proprietary Information is granted without the prior written consent of the disclosing party." Under this Agreement, the disclosing party makes no representation, expressed or implied, as to the adequacy, sufficiency or freedom from fault of the proprietary information.

4. Each receiving party agrees:
 - a. to keep confidential and not to disclose to any third party any part of or the whole of any Proprietary Information disclosed to it under this agreement and
 - b. not to use Proprietary Information disclosed to it under this agreement for any purposes other than carrying out work in support of the Purpose without the prior written consent of the disclosing party and
 - c. To restrict access to the Proprietary Information disclosed to it under the terms of this agreement only to such of its employees, officers and consultants who need to know the same to carry out work in support of the Purpose.
5. All Proprietary Information disclosed hereunder in whichever form or format shall remain the property of the disclosing party. The receiving party shall only reproduce proprietary information as may be necessary to carry out work in support of the Purpose.
6. Nothing contained in this agreement shall be construed as conferring upon the receiving party any right of use in or title to the Proprietary Information received by it from the disclosing party or any right of use in or title to the Proprietary Information received by it from the disclosing party or any right of use in or title to any invention or other intellectual property embodied therein, other than as expressly provided herein.
7. Should either party hereto be the subject of merger or any other form of re-organization, the successor in law to such party shall also be bound by the terms of this agreement as if the successor was an original party hereto. Subject to this exception, neither party shall assign its rights and obligations under this agreement to any other party without the prior written consent of the other party.
8. Nothing herein shall be deemed to replace, or be in prejudice of, any governmental security classification referenced on any part of the Proprietary Information and each receiving party undertakes to respect and observe all applicable government regulations relating to any such security classification called up in the Proprietary Information.
9. Nothing in this agreement shall grant to either party the right to make any commitments of any kind for or on behalf of the other party without the other party's express written authorization.
10. This agreement is subject to all applicable United States laws and regulations relating to exports and to all administrative acts of the U.S Government pursuant to such laws and regulations.
11. Nothing in this agreement shall be construed as committing the parties to work together in any future joint program. Furthermore, this agreement does not imply the formation of a partnership, corporation, joint venture or any other type of formal organization between the parties.
12. The technical data or defense services exported from the United States in furtherance of this agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred or retransferred without proper authorization.
13. Unless required by law or regulation, no publicity or advertising regarding the relationship between the parties concerning the purpose of this agreement shall be released by any party without the prior written approval of the other party, which shall not be unreasonably withheld.
14. Upon expiration or termination of this agreement, or the request of the disclosing party, the receiving party shall return or destroy all Proprietary Information received under this

agreement, together with all copies thereof, however, each party may retain one archival copy to be used only in case of a dispute concerning this agreement.

15. This agreement may at any time and for any reason be terminated by either party upon 30 (30) days prior written notice. If not earlier terminated, this agreement shall remain in force for a period of ten (10) years from the effective date, which is the last date of signature written below, when it will terminate automatically if not in advance prolonged mutually by the parties in writing. The obligations and restrictions in paragraph 4 and 5 above shall survive expiration or termination of this agreement.
16. This agreement constitutes the entire agreement between the parties relative to protection and use of Proprietary Information of the disclosing party with respect to the purpose and it supersedes and cancels any prior written or oral representation, understanding or commitment thereon and may not be amended or modified except by subsequent agreement in writing signed by duly authorized officers or representatives of the parties.
17. It is acknowledged by both parties that Proprietary Information of the disclosing party may be controlled under the US munitions list. Therefore all laws and requirements specified under the applicable US regulations apply and will follow and adhered to by both parties. (See 22CFR Parts 120-130).
18. Both parties acknowledge that any breach of the terms of this Agreement may cause irreparable harm and that money damages may not be sufficient to provide a fully adequate remedy for such a breach. Therefore, in the event of a breach or threatened breach of any term of this Agreement, the disclosing party will be entitled to seek temporary, preliminary and permanent injunctive relief without any requirement of bond, in addition to that party's right to recover actual damages and any other legal or equitable remedies to which that party may be entitled. The breaching party shall be responsible to pay for the actual costs and attorney fees incurred in the enforcement of this Agreement.

Signature _____

Name _____

Title _____

Company Name _____

Date _____

Signature Jacob Vriesman

Name Jacob Vriesman

Title Purchasing Manager

Company Name Amphenol Borisch

Date 3/9/15