



**STANDARD MUTUAL NONDISCLOSURE AGREEMENT, U.S.A.**

THIS AGREEMENT is effective on the date of signature of the last party to sign and is made and entered into between **AERO TEC LABORATORIES INC.**, a corporation organized and existing under the laws of the State of New Jersey, United States. having an office at Spear Road Industrial Park, Ramsey, New Jersey 07446-1251, (hereinafter called "ATL") and \_\_\_\_\_, organized and existing under the laws of the State or Country of \_\_\_\_\_, having an office at \_\_\_\_\_ (hereinafter called the "2<sup>nd</sup> Party", "Vendor", "Client" or "Associate").

WHEREAS, the parties wish to disclose to each other certain proprietary information relating to \_\_\_\_\_.

THEREFORE, the purpose of this agreement is to facilitate the voluntary exchange of confidential and secure information between the parties.

1. PROPRIETARY INFORMATION.

"Proprietary Information" means technical data, financial, contractual, process, marketing, drawings, specifications, samples, models, software, tooling, trade secrets or other material or physical objects whether identified and marked as proprietary by the disclosing party or not. "Technical data" is recorded information of a scientific or technical nature, regardless of the form or the method of the recording. Oral disclosures shall be treated as proprietary under this Agreement whether that oral information is reduced to writing by the disclosing party or not.

2. AGREEMENT.

The parties hereby agree as follows:

A. To disclose Proprietary Information to the other party and to make use of the other party's Proprietary Information only for the purpose or purposes contemplated by this Agreement: generally, the promotion of business between or among the parties and specifically:

\_\_\_\_\_.

B. For a period of five (5) years from the date Proprietary Information is received from the disclosing party in compliance with paragraphs 1. & 2., the receiving party shall safeguard it, and shall not disclose, or itself commercialize, the information in any way, except as herein provided, unless and to the extent the information and its manner of utilization and combination can conclusively be shown by the receiving party:

- (i) to have been within the public domain at the time it was disclosed or to have fallen within the public domain for a reason other than a breach of this Agreement; or
- (ii) to have been in the possession of the receiving party at the time of receipt from the disclosing party; or
- (iii) to have been previously developed independently by the receiving party; or
- (iv) to have been independently & legally received by the receiving party from a third party with no obligation to the disclosing party with respect thereto; or
- (v) to have been furnished by the disclosing party to the U.S. Government with unlimited rights as that term is defined in the " Rights in Technical Data and Computer Software" clause (DOD FAR Supplement 252.227-7013); or
- (vi) to have been approved for release by written authorization of the disclosing party.

### 3. PROTECTION OF PROPRIETARY INFORMATION.

A. The receiving parties shall use at least the same effort to keep confidential the Proprietary Information of the disclosing party that it uses to keep confidential similar information of its own, but no less than reasonable care, except it may disclose such information to its vendors, suppliers and subcontractors if it obtains for the disclosing party similar protection against unauthorized use and disclosure from such vendors, suppliers and subcontractors following specific written permission from the discloser.

B. Proprietary Information shall not be copied or reproduced by the receiving party without the express written permission of the disclosing party, except for such copies that may reasonably be required for internal evaluation. It is agreed by both parties that all Proprietary Information received under this Agreement will be returned or destroyed and so certified to the disclosing party within 30 days of the termination date of this Agreement.

### 4. DISCLOSURES

A. This Agreement shall not prevent the receiving party from disclosing Proprietary Information in response to a subpoena issued by a court of competent jurisdiction; provided, that 60 days prior to complying with the subpoena, the receiving party shall notify the disclosing party.

5. REPRESENTATIVES.

The parties designate the below identified individuals from within their respective organizations to receive the Proprietary Information which is subject to the restrictions of this Agreement and to maintain a log and/or file thereof:

2<sup>nd</sup> Party, Client, Vendor, Associate:

**Aero Tec Laboratories Inc.**

\_\_\_\_\_

Spear Road Industrial Park

\_\_\_\_\_

Ramsey, NJ 07446-1251 USA

\_\_\_\_\_

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. TRADE SECRETS, COPYRIGHTS and PATENTS.

A. Neither the execution of this Agreement nor the furnishing of any information hereunder shall be construed by the receiving party as granting any license under any trade secrets, copyrights or patents now or hereafter owned by or controlled by the disclosing party, or under any trade secrets, copyrights or patents in which the disclosing party is now licensed.

B. In providing information hereunder, the parties make no representation, warranty, assurance, or inducement, express or implied, as to its adequacy, sufficiency or freedom from defect of any kind, including, but not limited to, freedom from patent infringement that may result from use of such information, nor shall the parties incur any responsibility or obligation by reason of such information, except as specifically provided herein.

7. SUBSEQUENT OBLIGATIONS.

This Agreement shall not be construed by either party in any manner to be an obligation to enter into a contract, subsequent contract or to result in any claim whatsoever by one party against the other party for reimbursement of cost for any effort expended hereunder.

8. GENERAL.

A. It is agreed that this Agreement, when duly executed by both parties, is the only existing agreement between the parties concerning the exchange of Proprietary Information described herein or for the purpose or purposes specified herein, and that this Agreement supersedes any and all other related agreements, written, oral or otherwise. It is further agreed

Initials: ATL \_\_\_\_\_

2<sup>nd</sup> Party: \_\_\_\_\_

that no modifications to this Agreement shall be binding on either party unless such modification is in writing and is signed by a duly authorized representative of each of the parties.

B. Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, except to a successor in ownership of substantially all of the assets of the assigning or receiving party, if the successor in ownership expressly assumes in writing the terms and conditions of this Agreement. Any attempted assignment without written consent will be void.

C. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of such other party.

D. Proprietary data, materials, prototypes and the like exchanged hereunder may be subject to United States export control laws and regulations. Accordingly, the receiving party shall not transfer such data directly or indirectly to any foreign person or firm, country or countries, without specific authorization from the disclosing party. Any United States (U.S.) classified information/material and any controlled unclassified information exchanged under this Agreement shall be protected in accordance with the U.S. Department of Defense National Industrial Security Program Operating Manual, NISPOM (DoD 5220.22-M).

E. Notwithstanding the restrictions set forth in this Agreement, it is agreed that either party may deliver Proprietary Information received from the other pursuant to this Agreement to the United States Government so long as such information is marked in accordance with the procedures of "Restriction on Disclosure and Use of Data" clause (FAR 52.215-12), in an agreement or contract with the U.S. Government.

F. This Agreement is deemed to be made under and shall be construed in accordance with the laws of the State of New Jersey, except its conflict of laws provisions.

G. This Agreement shall terminate 5 years from the last signature date hereon, unless extended by mutual written agreement, but may be terminated prior to that time by either party upon thirty (30) days written notice to the other party. All provisions of this Agreement shall continue in full force and effect regarding any and all Proprietary Information exchanged prior to such cancellation

H. Technical Data as defined in the International Traffic in Arms Regulation (22 CFR Parts 120 – 130 et. seq.) or technology as defined in the Export Administration Regulations (15 CFR Parts 730 – 744 et. seq.) of the United States *may* be provided to the receiver by the disclosing party under this agreement. Such technical data or technology provided to the participant may not be transferred, transshipped on a non-continuous voyage, or otherwise be disposed of in any other country, either in its original form or after being incorporated into other end items without the prior written approval of the U.S. Department of State or U.S. Department of Commerce as applicable. Each party agrees to indemnify the other for all claims, demands, damages, costs, fines, penalties and other expenses arising from that party's failure to comply with this clause and applicable statutes and regulations.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year of the last signature below written. However, this Agreement shall be valid only if the last signatory returns his counter-signed copy to the other party within 30 days of the first signature date.

2<sup>nd</sup> Party, Vendor, Client, Associate:

**Aero Tec Laboratories Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**Please Print or Type:**

**Please Print or Type:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_