



**Manufacturing Excellence**

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## **Mutual Confidentiality & Non-Disclosure Agreement**

THIS AGREEMENT (Agreement), effective as of the last date of execution below is by and between S&H Machine, Inc., (hereinafter referred to as S&H) and, \_\_\_\_\_ (hereinafter referred to as YOUR COMPANY).

### **IDENTIFICATION OF CONFIDENTIAL INFORMATION**

S&H may disclose to YOUR COMPANY and YOUR COMPANY may disclose to S&H (sometimes hereinafter individually or collectively referred to as the Party or Parties, respectively) information (i.e. Part Drawings, Supporting Specifications, Production Forecasts, etc.) from S&H and S&H's customers for the purpose of quoting, and the potential procurement of material, parts, processes and services.

Each Party considers their materials and information to be proprietary and confidential and are only willing to provide such materials and information subject to certain conditions and restrictions.

### **AGREEMENTS**

Accordingly, S&H and YOUR COMPANY agree as follows

1. For purposes of this Agreement, Confidential Information is defined to mean all proprietary, confidential, and/or trade secret information disclosed by the disclosing Party to the receiving Party provided that:

- a) As used herein, "**Confidential Information**" shall mean any and all confidential or proprietary technical and non-technical information disclosed by one party to the other, including but not limited to (a) and patent applications, (b) trade secrets and (c) other proprietary information relating to current, future and proposed products and services, and including, without limitation, information concerning research experimental work, development, design details and specifications, engineering, financial matters, procurement requirements, purchasing, manufacturing, manufacturing processes, customer lists, investors, employees, business and contractual relationships and business forecasts.
- b) Confidential Information will not include information already in the public domain or known to the receiving Party (as evidenced by written records) when first received from the disclosing Party.
- c) Confidential Information will lose its status as Confidential Information if, and as of the date when, it becomes part of the public domain through no wrongful act of the receiving Party, is rightfully disclosed to the receiving Party without restriction by a source other than the disclosing Party, or is developed by the receiving Party entirely independently of any disclosure hereunder.
- d) If the receiving party is required to produce Confidential Information by law, governmental proceeding or court order, receiving Party may disclose such Confidential Information without liability hereunder, provided, however, before producing any Confidential Information, receiving party shall notify the disclosing party promptly in writing of any such proceeding or court order and allow the disclosing party to obtain a protective order. In the event that such protective order or other remedy is not obtained, or that the disclosing party grants a waiver hereunder, the receiving party may furnish that portion of the Confidential Information which, in the opinion of the receiving party's counsel, it is legally required by applicable law to disclose and will reasonably cooperate with the disclosing party's efforts to obtain confidential treatment of the Confidential Information so furnished.

2. Each Party acknowledges that it will preserve in confidence, not disclose to any third party (Unless written approval from Disclosing Party is first given), and not use (except for the purpose set forth in the IDENTIFICATION Section of this Agreement) any and all Confidential Information received from the other Party; provided that Confidential Information, when first received from the disclosing Party, must be either (i) in written form and marked with an appropriate restrictive legend or (ii) not in written form but initially identified to the receiving Party as proprietary and/or confidential and thereafter confirmed within 30 days of disclosure, in

writing to the receiving Party, as being Confidential Information. Both Parties further agree to only permit access to Confidential Information to those employees and subcontractors having a need-to-know and are bound by confidentiality obligations as restrictive as those contained herein.

3. One party shall immediately notify the other party upon discovery of any loss or unauthorized disclosure of Confidential Information.

4. Within thirty (30) days of written request by the Disclosing Party, the Receiving Party (1) shall use reasonable to return all documents (Written and Electronic) received and copies thereof, (except for one copy which may be kept by the legal department for archival purposes only), or (2) deliver to the Disclosing Party a certificate stating that the Receiving Party has destroyed such items.

5. Materials and information provided under this Agreement are licensed to the receiving Party for the limited purpose set forth in the IDENTIFICATION Section; and no disclosure or physical transfer of any materials or information covered by this Agreement will be construed as granting (a) a license under any patent, patent application, or copyright or (b) any right of ownership in such materials or information.

6. This Agreement will automatically expire five (5) years from its effective date unless sooner terminated in accordance with this paragraph 6. Either Party may terminate this Agreement by giving ten (10) days written notice to the other Party specifying the effective date of such termination. Obligations of confidentiality and non-use shall automatically expire ten (10) years from date of disclosure. Any such expiration or termination, however, will have no effect upon rights or obligations relative to Confidential Information disclosed to a Party or Parties under this Agreement. Any information that is disclosed within the time period of this agreement must remain Confidential until such time that the information becomes part of the Public Domain through no fault of the party who has received the Confidential information.

7. Neither Party will refer to this Agreement, or to any related activity or relationship with the other Party, for any promotional purpose or in any news release or public announcement without the prior written approval by both Parties.

8. As a result of receiving an RFQ from S&H, YOUR COMPANY agrees not to solicit directly from S&H's client(s) or competitor(s) the opportunity to bid on those products or services contained in said S&H RFQ.

9. Each party agrees that any information provided by the Disclosing Party shall only be utilized subject to all U.S. laws and regulations concerning the export or transfer of such information, including without limitation the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and laws administered by the Office of Foreign Assets Control.

10. This Agreement will be governed by the laws of the State of California, USA, (excluding conflict of law rules)

11. This Agreement contains the entire understanding between the Parties regarding Confidential Information disclosed on or after the effective date hereof and supersedes, merges, and replaces any and all prior and contemporaneous communications and understandings with respect thereto. No modification of, or exception to, this Agreement will be binding on a Party or Parties hereto unless first agreed to in writing by such Party or Parties. This Agreement will apply in lieu of and notwithstanding any specific legend or statement associated with any particular materials or information disclosed or transferred by either Party to the other.

S&H Machine Inc.  
900 N. Lake Street  
Burbank, CA 91502

Your Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Printed or Typed Name)

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

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

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

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