MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement, effective as of the date of execution of this Agreement (the “Effective Date”), by and between HUBER+SUHNER AG, Degersheimerstrasse 14 9100 Herisau, a Switzerland

corporation (“**Company**”), on the one hand Company X a Muster corporation with offices located at 1234 Musterville, Unit 12, Muster, NY 12345 (“Company X”) sets forth the terms and conditions of the confidential disclosure of certain information between the parties.

Company and Company X agree as follows:

1. The parties wish to entertain a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential. The party from time to time disclosing Confidential Information, as herein defined, shall be referred to as “Discloser” with respect to such Confidential Information and the party from time to time receiving such Confidential Information shall be referred to as “Recipient” with respect to such Confidential Information.
2. “Confidential Information” shall mean all information disclosed to Recipient by Discloser or their respective representatives (including affiliates, subsidiaries and affiliated companies) in any manner including, without limitation, information in tangible or intangible form, relating to or including: business, product, marketing, licensing or sales activities, policies, practices, outlooks, studies, reports, analyses, strategies or forecasts, finances, revenue, pricing, costs or profits, released or unreleased products including, but not limited to, software, hardware, development, research, designs, specifications, performance characteristics, source code, code, formulas, algorithms, data, techniques, processes, inventions, testing strategies, industry, customer or consumer information and third party confidential information, and all copies thereof, whether created by Discloser or Recipient; including, without limitation, research, development, business plans, marketing plans, financial condition, assets, liabilities, operations or systems, information related to technology, computer programs and software (including but not limited to code, software output, screen displays, file hierarchies, graphics and user interfaces), formulas, data, specifications, schematics, inventions, techniques, product designs, and product descriptions which is disclosed by such party (the “Disclosing Party”) or its Representatives (as defined below) to the other party hereto (the “Receiving Party”) or its Representatives and: (a) is identified as proprietary by means of a written legend, or (b) if disclosed orally or in a form that is not susceptible of being provided with a written legend, is identified as proprietary at the time of initial disclosure and reduced to written form and provided to the Receiving Party within 30 days of initial disclosure. In addition, all notes, memoranda, analyses, compilations, forecasts, studies or other materials prepared by the Receiving Party which contain, reflect or are based upon, in whole or in part, Proprietary Information shall also be considered Proprietary Information including as is defined under the Pennsylvania Uniform Trade Secrets Act, 12 Pa.C.S.A. § 5301 et. seq. Proprietary Information shall not include any information that (a) is already known to the Receiving Party at the time of its disclosure without obligation of confidentiality; (b) is independently developed by the Receiving Party without use or resort to such Proprietary Information; (c) is or becomes publicly known through no wrongful act of the Receiving Party; or (d) the Receiving Party subsequently and rightfully receives from a third party who is not under an obligation of confidentiality. For purposes of this Agreement (a) “Representative” shall mean, as to any person, its directors, officers, employees, agents and advisors (including, without limitation, financial advisors, attorneys and accountants); and (b) “person” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.
3. Confidential Information shall not include any information that (a) was in Recipient's possession, without obligation of confidentiality, prior to disclosure by Discloser hereunder; (b) was generally known, in the trade or business in which it is practiced by Discloser, at the time of disclosure to Recipient hereunder, or becomes so generally known after such disclosure, through no act of Recipient or its employees; (c) has come into the possession of Recipient from a third party who is not under any obligation to Discloser to maintain the confidentiality of such information; (d) was developed by Recipient independently of and without reference to Confidential Information or information that Discloser has disclosed in confidence to any third party. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.
4. Except as expressly permitted herein, Recipient shall not disclose Confidential Information and shall prevent the disclosure of such information by Recipient's employees.
5. Recipient shall use Confidential Information solely in connection with the possible business relationship between the parties. Recipient may not, and shall not allow anyone to, reverse engineer, cryptographically analyze, decompile, disassemble or otherwise seek to determine the operation of any Confidential Information. Recipient shall disclose Confidential Information only to those of its employees who have a need to know such information.
6. Recipient shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that it takes to protect its own confidential information. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Discloser's Confidential Information and which are provided to Recipient hereunder.
7. Recipient agrees not to reproduce or copy by any means Confidential Information without Discloser's prior written permission in each case, except as reasonably required to accomplish the mutual business objectives of the two parties. Upon demand by Discloser at any time, Recipient shall return promptly to Discloser or destroy, at Discloser's option, all tangible materials that disclose or embody Confidential Information.
8. Recipient shall not remove any proprietary rights legend from, and shall, upon Discloser's reasonable request, add any proprietary legend to, materials disclosing or embodying Discloser’s Confidential Information.
9. In the event that Recipient is ordered to disclose Discloser's Confidential Information pursuant to a judicial or governmental request, requirement or order, Recipient shall immediately notify Discloser and take reasonable steps to assist Discloser in contesting such request, requirement or order or otherwise protecting Discloser's rights.
10. Recipient acknowledges that Confidential Information may still be under development, or may be incomplete, and that such information may relate to products that are under development or are planned for development. DISCLOSER MAKES NO WARRANTIES REGARDING THE ACCURACY OF THIS CONFIDENTIAL INFORMATION. Discloser accepts no responsibility for any expenses, losses or action incurred or undertaken by Recipient as a result of Recipient's receipt or use of Confidential Information. DISCLOSER MAKES NO WARRANTIES OR REPRESENTATIONS THAT IT WILL INTRODUCE ANY PRODUCT RELATING TO CONFIDENTIAL INFORMATION.
11. This Agreement pertains to Confidential Information that is disclosed during the period commencing with the Effective Date indicated on the first page of this Agreement and ending upon a period of three (3) years from the termination of the parties’ negotiations under this Agreement (the “Term”). Each of the parties shall not use the Confidential Information of the other party in any way, either during the Term or at any time thereafter, for purposes other than as expressly permitted under this Agreement.
12. Each party agrees that during the Term, defined above in section 11, it shall not, except in the ordinary course of business and unrelated to and without the use of the Confidential Information or for the purpose it was exchanged, whether directly or indirectly: (a) engage or employ any person retained as an employee, independent contractor or consultant by the other party at any time during the Term; (b) induce, influence, entice, solicit or attempt to influence, induce, entice or solicit, any suppliers, customers, employees or others to terminate or otherwise alter their relationship with the other party; or (c) use any Confidential Information, names, or programs to attempt to propose, solicit or obtain business from any customer or prospective customer of the Disclosing Party; or (d) solicit or hire the employees and contractors of the Disclosing Party or its customers or contractors for purposes of pursuing or offering to pursue, soliciting or otherwise competing with the Disclosing Party.
13. Neither party has any obligation under or by virtue of this Agreement to purchase from or furnish to the other party any products or services, or to enter into any other agreement, including but not limited to, a development, purchasing or technology licensing agreement.
14. Discloser grants no license to Recipient under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Confidential Information. In the event that Confidential Information is or becomes the subject of a patent application, patent, copyright or other proprietary right, Recipient agrees and understands that Discloser will have all the rights and remedies available to it under the law as a result of said patent application, patent, copyright or other proprietary right.
15. The parties acknowledge that it will be impossible to measure the damages that would be suffered by Discloser if Recipient fails to comply with this Agreement and that in the event of any such failure, Discloser will not have an adequate remedy at law. Discloser shall, therefore, be entitled in addition to any other rights and remedies to obtain specific performance of Recipient's obligations hereunder and to obtain immediate injunctive relief without having to post a bond. Recipient shall not urge, as a defense to any proceeding for such specific performance or injunctive relief, that Discloser has an adequate remedy at law.
16. This Agreement is governed by the laws of the state of New York, USA. If any dispute(s) between the parties occur then the prevailing party shall be entitled to the reasonable costs and attorneys’ fees incurred in enforcing this Agreement.
17. The rights and obligations herein shall bind the parties, their legal representatives, successors, heirs and assigns.
18. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.

Company X HUBER+SUHNER AG

By: By:

Title: Title:

Date: Date: