

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (Agreement) is made and effective this ____ day of _____, 20__, by and between Mars Mineral, a division of Woodward, Inc., with its mailing address at P.O. Box 719, Mars, PA 16046 (Mars Mineral) and _____, with its mailing address at _____ (Company).

WHEREAS, **Company** understands that Mars Mineral is prepared to furnish it with certain information which is confidential, proprietary or otherwise not generally available to the public concerning and relevant to the purpose for which the parties are entering into this Agreement (Subject) as described on Exhibit "A", which is attached hereto and incorporated herein and made a part hereof.

WHEREAS, **Company** desires to receive and to review the information concerning and relevant to the purpose for which the parties are entering into this Agreement and Mars Mineral is willing to disclose such information to **Company** on the basis of the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration and intending to be legally bound hereby, the nature, receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Confidential Information. "Confidential Information" is agreed to be and is deemed to be any Mars Mineral information, written or oral, relating to the Subject including, but not limited to, any information relating to Mars Mineral's research, development, inventions, concepts, techniques, processes, designs, pending patent applications, improvements under development, manufacturing, engineering, marketing, purchasing, pricing and selling, business plans, descriptions, prototypes, sketches, photographs, drawings, specifications and data, as well as any other business information which is not or has not been

- (a) publicly known without breach of this Agreement or
- (b) previously known to **Company**, as evidenced by written documentation, or
- (c) disclosed to **Company** in writing by a third party without breach of any obligation to Mars Mineral.

2. Presumption of Confidentiality. Each party agrees that any of Mars Mineral's information relating to the Subject and not falling within the exceptions listed in Paragraph 1(a), (b) or (c) is presumed to be Confidential Information, unless otherwise agreed in writing.

3. Use of Confidential Information. **Company** shall not copy or use the Confidential Information for any purpose other than as described in this Agreement and only as is

consistent with the terms of this Agreement. **Company** shall not use such Confidential Information for the benefit of anyone other than Mars Mineral without Mars Mineral's prior written consent.

4. Disclosure of Confidential Information. **Company** shall maintain all Confidential Information in confidence and shall not disclose any such Confidential Information to any third parties, including without limitation, affiliates, consultants, subcontractors, customers, prospective customers, licensees or prospective purchasers of any part of **Company's** business, without the prior written consent of Mars Mineral.

5. Access to Confidential Information. **Company** shall restrict access to the Confidential Information to such authorized employees and other agents and individuals requiring access to the Confidential Information in connection with their activities as are contemplated by this Agreement. **Company** shall take all security precautions to protect from disclosure and to keep confidential the Confidential Information as may be necessary, including without limitation, protection of documents from theft, unauthorized duplication and discovery of contents and restriction of access by unauthorized persons to the Confidential Information.

6. Disclosure to Employees. **Company** shall ensure that each of its employees, agents and other individuals to whom Confidential Information is disclosed or made available is informed of the terms of this Agreement and that all such employees, agents or individuals agree in writing to be bound by the terms hereof. **Company** shall not disclose the Confidential Information to any person who does not agree in writing to be bound by the terms of this Agreement, the original of which writing shall be delivered to Mars Mineral before any disclosure of Confidential Information. **Company** shall not disclose to any third party that the Confidential Information has been made available to it or that any discussions are taking place with Mars Mineral regarding the Confidential Information, or any other facts with respect to the discussions between Mars Mineral and **Company** regarding the Confidential Information.

7. Legally Compelled Disclosure. If **Company** is required by virtue of a court order to disclose any Confidential Information contrary to the terms of this Agreement, it will promptly notify Mars Mineral in order to permit Mars Mineral to seek a protective order or take other appropriate action to prevent disclosure of the Confidential Information. **Company** will cooperate with Mars Mineral in its efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If **Company** is compelled by a court order to disclose the Confidential Information, **Company** shall disclose to the party compelling disclosure only that part of the Confidential Information as is required by a court order to be disclosed, in which case prior to such disclosure **Company** will advise and consult with Mars Mineral and its counsel as to such disclosure.

8. Ownership of Confidential Information. All materials containing Confidential Information provided to **Company** shall remain the sole property of Mars Mineral. **Company** will keep a detailed record of the Confidential Information furnished to it and

of the location of the Confidential Information. Promptly upon Mars Mineral's request or upon the termination of **Company's** obligations under this Agreement, **Company** will either destroy or return to Mars Mineral all tangible Confidential Information which has been provided to it in accordance with Mars Mineral's request. Such destruction or return will be confirmed in writing to Mars Mineral. Any Confidential Information not so destroyed or returned will remain subject to this Agreement. Mars Mineral shall exclusively own any and all inventions and intellectual property created by Mars Mineral or **Company** or by Mars Mineral and **Company** that are based on or derived from the Confidential Information. **Company** agrees to do and execute or cause to be made, done or executed all such further and other things, acts, deeds, documents, applications, specifications, oaths, assignments and assurances as may be necessary or reasonably required to give full effect to the transfer and assignment set out in this Paragraph 8 and to evidence Mars Mineral's sole right, title and interest in any such inventions and intellectual property. **Company** shall also fully cooperate with Mars Mineral, its attorneys and agents in the preparation and filing of all papers and other documents as may be required to perfect Mars Mineral's sole rights in and to any of such inventions and intellectual property, including, but not limited to, joining in any proceeding to obtain letters patent, copyrights, trademarks or other legal rights on such inventions and substances.

9. Term of Confidentiality. **Company** obligations to maintain Confidential Information in confidence shall survive for a period of five (5) years from the date the Confidential Information is disclosed to **Company** but will not apply to such portions of the Confidential Information which (a) are or become generally available to the public through no action by **Company** or (b) are or become available to **Company** on a non-confidential basis from a source, other than Mars Mineral, which is not prohibited from disclosing such portions to **Company** by a contractual, legal or fiduciary obligation.

10. No Warranty. Mars Mineral does not warrant the accuracy or completeness of any Confidential Information or the sole and exclusive right to the use or disclosure thereof.

11. No Obligation. Neither this Agreement nor either party's performance of its obligations thereunder shall constitute, create, give effect to or otherwise imply a license, joint venture, pooling arrangement, partnership or business organization of any kind. The disclosure of Confidential Information to **Company** shall not constitute an offer, acceptance or promise for any future contract, agreement or amendment to any existing contract for research or development or any obligation by Mars Mineral to engage in any transaction with **Company**, or vice versa.

12. Entire Agreement. This instrument contains the entire agreement between Mars Mineral and **Company** with respect to the subject matter hereof. This Agreement cannot and will not be amended, modified or supplemented without the prior written consent of Mars Mineral and **Company**.

13. No Waiver. Neither the failure or delay in exercising any right hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any

other or further exercise thereof or the exercise of any other right. No document or other action purporting to have been signed on behalf of or to bind Mars Mineral or **Company** will be operative for purposes of this Agreement unless it is in a writing signed by a duly authorized officer of Mars Mineral or **Company**. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Authority. The persons signing this Agreement represent and warrant that they each have the authority to bind the entities on whose behalf they are signing.

15. Governing Law. This Agreement shall be governed by and subject to the substantive laws of the Commonwealth of Pennsylvania regardless of its conflicts of law principles. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement and shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein. Any dispute arising under or in connection with this Agreement shall be presented in and determined by a court of competent jurisdiction located in the Commonwealth of Pennsylvania, with venue in Butler County, Pennsylvania.

16. Equitable Relief. **Company** acknowledges that its failure to comply with the provisions of this Agreement may cause irreparable harm and damage to Mars Mineral for which no adequate remedy may be available at law. Accordingly, **Company** agrees that upon a breach by it of any of the provisions of this Agreement, Mars Mineral may, without prejudice to any other legal rights and remedies otherwise available to Mars Mineral, seek to enforce this Agreement by seeking injunctive relief and any other appropriate equitable remedies.

IN WITNESS WHEREOF, this Agreement is signed by the parties' respective duly authorized representatives as of the date first written above.

Mars Mineral, a Division of
Woodward, Inc.

By: _____

Name: _____

Title: _____

[INSERT NAME OF OTHER PARTY]

By: _____

Name: _____

Title: _____