

Rowley Spring and Stamping Supplier Nondisclosure Agreement

This Nondisclosure Agreement (.Agreement.) is made and entered into as of this ____ day of _____ 20__ (.Effective Date.) by and between Rowley Spring and Stamping Corporation a Connecticut corporation
Having a principal place of business at 210 Redstone Hill Rd, Bristol, Ct and its wholly owned
) And _____ (.Recipient.) having a principal place of business at _____.

1. Purpose of Disclosure.

The purpose of this Agreement is to permit the parties to evaluate whether to enter into a business Relationship and related projects (the .Purpose.). In connection with such discussions, Rowley Spring and Stamping may disclose Confidential Information (as defined below) to Recipient.

2. Confidential Information.

.Confidential Information. Shall mean and include (i) samples and prototypes, (ii) all information Disclosed in any form or medium (e.g., written, verbal, electronic, visual) which (a) has been identified by Rowley Spring and Stamping as .Confidential, .Proprietary. Or other appropriate legend indicating the confidential nature of the information or (b) would reasonably be understood to be confidential. Confidential Information includes, but is not limited to, information regarding pricing, customers and prospective customers, vendors and vendor lists, costed bills of materials, processes (including but not limited to manufacturing processes), know-how, designs (including but not limited to designs of enclosures and printed circuit boards), formula, computer programs, databases, methods of operation, sales techniques, business methods or plans, marketing plans and strategies, finances, management, plant and equipment, and any other business information relating to Rowley Spring and Stamping, whether constituting a trade secret, proprietary information or otherwise, which has value to Rowley Spring and Stamping and is treated by Rowley Spring and Stamping as being confidential.

3. Information that is not confidential.

Information in the following categories shall not be considered Confidential Information under this Agreement: (a) information which is in the public domain at the time of the receipt under this Agreement; (b) Information which comes into the public domain after receipt under this Agreement without a breach of This Agreement by the Recipient; (c) information which the Recipient can show was in the Recipient's Possession before the date of disclosure under this Agreement; (d) information that the Recipient can Show was acquired by the Recipient from a third party who was not known by the Recipient to be under an Obligation of confidence to Rowley Spring and Stamping; and (e) information which the Recipient can show was independently developed by the Recipient.

4. Disclosure Period and Expiration.

This Agreement controls Confidential Information which is disclosed from the Effective Date for a period Defined by the continuation of the Purchase order placement process unless defined by a discontinuation in written form from Rowley Officers.

5. Duty to Protect.

Recipient shall protect the disclosed Confidential Information by using the same degree of care, But no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or Publication of the Confidential Information as the Recipient uses to protect its own Confidential Information of a similar nature. Recipient shall (i) limit access to all Confidential Information to its employees who shall reasonably require access to the Confidential Information for the purpose set forth above, (ii) shall insure that all such employees have signed a nondisclosure agreement in content substantially similar to this Agreement, (iii) shall use the Confidential Information solely in connection with the Purpose, and (iv) Shall use due diligence to insure that all such persons comply with the provisions of this Agreement. Recipient shall be liable for any breach of this Agreement by its employees or representatives.

Rowley Spring and Stamping Supplier Nondisclosure Agreement

6. Court Orders.

Nothing contained in this Agreement shall restrict Recipient from disclosing Confidential Information that is required to be disclosed under any subpoena or court order provided that the Recipient Provides Rowley Spring and stamping with prompt notice so that Rowley Spring and Stamping may, at its expense, seek a protective order or take other appropriate measures.

7. No Further Rights or Duties Implied.

Rowley Spring and Stamping does not warrant that the information it discloses, either by itself or when combined with other information or when used in a particular manner, will be sufficient or suitable for the Recipient's Purposes. The Confidential Information is provided .AS IS. With all faults. Rowley Spring and Stamping shall not be liable for the accuracy or completeness of the Confidential Information.

Nothing contained herein shall grant a license under any patent or other intellectual property right, nor shall this Agreement or any transmission of information constitute any representation or warranty to the Recipient with respect to infringement of any intellectual property right of others.

Rowley Spring and Stamping has no obligation under this Agreement to purchase any item from or sell any service to the Recipient.

8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties agree that the state courts of Hartford County, Connecticut and the federal courts located in the State of Connecticut shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Agreement. The parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, Inconvenience of forum, and any similar or related doctrine.

9. Remedies.

Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect Rowley Spring and Stampings business, and expressly agrees that monetary damages will be inadequate to compensate Rowley Spring and Stampingfor any breach by either party of any covenants and agreements set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Rowley Spring and Stamping and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Rowley Spring and Stampingwill be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting bond.

10. Export Restrictions.

Recipient acknowledges its obligations to control access to technical data under the U.S. export Laws and regulations and agrees to adhere to such laws and regulations with regard to any technical data

Received under this Agreement.

11. Entire Agreement.

This document contains the complete and exclusive Agreement between the parties, and it is Intended to be final expression of their Agreement. No promise, representation, warranty or covenant not Included in this document has been or is relied upon by any party. Each party has relied upon its own Examination of the warranties, representations and covenants expressly contained in the Agreement itself. No modification or amendment of this Agreement shall be of any force unless in writing executed by all parties hereto.

Rowley Spring and Stamping Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____