

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into force on
..... ("Effective Date"), between
SUPPLIER whose registered offices are located in ("SUPPLIER")
and
CUSTOMER, with offices ("Customer")

Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement.

SUPPLIER is a company specialized in which develops, manufactures and sells products for

CUSTOMER is a company specialized in which intends to purchase products from SUPPLIER.

The purpose of this Agreement is to enable the parties to exchange information and evaluate the capability of SUPPLIER to sell products to CUSTOMER in view of potential business opportunities (the "Purpose").

1. Confidential Information is defined as any and all information consistent with the purpose described above that is disclosed under this Agreement in writing, oral, drawings, machine recognizable, being clearly marked as confidential or its equivalent and as provided by Discloser to Recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the Discloser in writing to the Recipient within 30 days after such disclosure.

2. Are not considered as confidential, Confidential Information that Recipient can demonstrate by documentation (a) is now available or becomes available to the public without breach of this Agreement; (b) is disclosed with prior written agreement of Discloser; (c) is lawfully obtained from a third party or parties without breach of confidentiality; (d) is known to the Recipient prior to such disclosure; or (e) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

3. If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Recipient will give to the Discloser prompt written notice of the request, and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

4. During the term of this Agreement and for a period of _____ from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party; (b) restrict disclosure of Confidential Information to only those employees who must be directly involved with the Confidential Information for the Purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (c) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (d) only use the Confidential Information for evaluation in connection with the Purpose.

5. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely

necessary in order to fulfill the Purpose. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed.

This Agreement does not constitute any license, express or implied, in the Confidential Information other than the use of the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information. No other representation or warranty of any kind with respect to the Confidential Information is given by the Discloser.

6. This Agreement begins on the Effective Date and continues for a period of _____. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party. Recipient's obligations regarding Confidential Information as stated in paragraph 4 will survive the expiration or termination of this Agreement.

7. This Agreement is the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the parties.

8. This Agreement will be governed by and construed in accordance with the laws of _____

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the Effective Date.

CUSTOMER

SUPPLIER

By:
(signature of authorized representative)

By:
signed pursuant to delegation of authority

Name:

Name:

Title:

Title: