

WHEREAS:

The parties have AGREED to provide each other with product and manufacturing information, which is considered to be proprietary in nature and to enable \_\_\_\_\_ and **SMT-Silicone Molding Technologies** cooperate in a confidential manner.

IT IS AGREED AS FOLLOWS:

1. In consideration of each of the parties disclosing to the other confidential Information for the Purpose the parties hereby undertake that they shall:

- i not communicate, disclose or make available all or any part of the confidential Information to any non authorized third party;
- ii not directly or indirectly use, or permit others to use, the confidential Information other than for the Purpose;
- iii. not engage in any direct sales with any of each others customers, factories, or agents without written consent.

2. The obligations of confidentiality and non-use will not apply with respect to any of the following:

- i. information which is generally available to the public at the date of this agreement;
- ii. information already known to the party at the time of disclosure;
- iii. information which is subsequently disclosed by third parties having no obligations of confidentiality;
- iv. information which is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the parties or their agents, employees or professional advisers.

3. The parties shall each ensure that all measures necessary are taken to secure the confidentiality of the other party's confidential Information.

4. The failure by either party to enforce at any time any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

5. The parties agree that damages might not be a sufficient remedy to any breach of the terms of this agreement and that as a result injunctive or other equitable relief may be obtained in respect of any breach or anticipated breach.

6. All rights in the confidential information are reserved by the party to which it belongs and no rights or obligations other than those expressly set out in this agreement are granted or to be implied from this agreement. In particular no license is granted directly or indirectly by this agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future held, made, obtained or licensable by either party.

7. The rights, duties and obligations of the parties and the validity, interpretation, performance and legal effect of this agreement shall be governed and determined by the laws of the State of Wisconsin in the United States and the parties hereby submit to the non-exclusive jurisdiction of the United States Courts.

AGREED by the parties:

SIGNED by \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Authorized signatory for and on behalf of \_\_\_\_\_

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

SIGNED by \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Authorized signatory for and on behalf of SMT-Silicone Molding Technologies, LLC

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