



## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is entered into as of ....., by and between SAF Industries, LLC dba Gar Kenyon, a company organized under the laws of Connecticut, USA and having a principal place of business at 238 Water Street, Naugatuck, CT 06770 (“GK”), and ....., a company organized under the laws of the State of ..... and having an office and principal place of business at ..... (“SUPPLIER”)

**WHEREAS**, SUPPLIER is interested in receiving certain Confidential Information (as defined herein) from GKT in order to enable SUPPLIER to evaluate the possibility of acting as GK's supplier for one or more parts or work packages for the GK's application (the “Purpose”).

**NOW THEREFORE**, the parties agree as follows:

1. “Confidential Information” means all trade secrets and information disclosed by GK to SUPPLIER, including, but not limited to, type design data, drawings, photographs, specifications, models, prototypes, designs, materials, construction or assembly, computer hardware and software (whether in machine-readable or human-readable form), technical, commercial and operational information concerning products, information concerning manufacturing methods and techniques, quality control and test methods, marketing data including target customers, customer lists and market plans, cost and pricing data and product applications.
2. SUPPLIER agrees to hold all Confidential Information in strict confidence and will not disclose or use the Confidential Information for its benefit or the benefit of any other company or entity anywhere in the world or any other purpose other than for the Purpose set forth in the recitals herein.
3. Confidential Information does not include the following:
  - a) information which was already in the public domain at the time of disclosure; or
  - b) information which, though originally confidential, subsequently becomes part of the public domain through no fault of SUPPLIER; or
  - c) information which was properly in SUPPLIER's possession prior to receipt thereof from GK, as reasonably evidenced by written records or other writings, or by actual use by SUPPLIER prior to the disclosure by GK.

In each case, the (i) burden of proof shall lie with SUPPLIER to demonstrate that one of the above-listed exceptions applies and

Sign: \_\_\_\_\_

- (ii) SUPPLIER shall notify GKT in writing of SUPPLIER's intent to make any disclosure based on one of the above-listed exceptions at least 30 days in advance (including a description of the information to be disclosed and the basis for the claimed exception).
4. SUPPLIER shall maintain all Confidential Information received from GK in the same manner that the SUPPLIER maintains its own Confidential Information, provided that the standard of care required shall be at least a reasonable standard. Information disclosed in other than written form shall be considered Confidential Information only to the extent GK summarizes the same in a written form that is transmitted to SUPPLIER within thirty (30) calendar days of the non-written disclosures.
  5. Any disclosure of Confidential Information shall be limited to SUPPLIER's employees and those who have a need to use or study such Confidential Information for the Purpose. SUPPLIER shall advise its employees and agents of its obligations pursuant to this Agreement, but SUPPLIER shall remain responsible to ensure their compliance.
  6. All Confidential Information is and shall remain the property of GK. At any time that GKT may request, SUPPLIER shall return the Confidential Information to GK and shall certify in writing that all copies thereof in its possession have been destroyed.
  7. Confidential Information may only be used by SUPPLIER in connection with the pursuance of the Purpose set forth in the recitals herein.
  8. SUPPLIER shall not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of GK, and any attempted assignment or transfer without such prior written consent shall be null and void.
  9. This Agreement sets out and constitutes the entire agreement between the parties with respect to the disclosure, protection and use of Confidential Information and supersedes all prior agreements, whether oral or written, relating to such matters and all other prior communications between the parties relating to the subject matter of this Agreement.
  10. The construction, validity and performance hereof shall be governed by and construed in accordance with the laws of Connecticut, USA. The parties hereby agree to submit all disputes hereunder to arbitration in Connecticut, USA in accordance with the rules of the International Chamber of Commerce. All arbitration proceedings shall be conducted exclusively in the English language before a single arbitrator. Notwithstanding the foregoing, if SUPPLIER is alleged to have breached this Agreement, then GK shall be entitled to seek injunctive relief from any court of competent jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

Gar Kenyon

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Name:

Title:

Title: