

PRECISION DIE & STAMPING, INCORPORATED - STANDARD NON-DISCLOSURE AGREEMENT (NDA)

THIS NONDISCLOSURE AGREEMENT ("NDA") is made by and between **PRECISION DIE & STAMPING INCORPORATED, AN ARIZONA CORPORATION HAVING OFFICES AT 1704 W. 10th Street, Tempe, Arizona 85281 ("PRECISION DIE")**, and

_____, having its principal place of business at _____ ("Company").

This NDA is effective as of ____/____/____, and governs all disclosures of the subject matter herein described made since that date. In consideration of the promises and covenants of this NDA, the parties agree as follows:

1. It is acknowledged that Company desires to receive from PRECISION DIE certain information that PRECISION DIE regards as proprietary and confidential, including any third party confidential and proprietary information rightfully in the possession of PRECISION DIE solely for the purpose of evaluation for a possible business or vendor relationship with PRECISION DIE and for any subsequent manufacture and assembly of components. The term "Confidential Information" means any and all proprietary information that is disclosed by PRECISION DIE to the Company. Confidential Information may include, without limitation: (a) matters of a technical nature such as materials, models, devices, products, trade secret processes, techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of products planned or being developed; (b) research subjects, methods and results; (c) matters of a business nature such as information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies; (d) recorded communication; or (e) other information of a similar nature that is not generally disclosed to the public. All such information is confidential, proprietary, and valuable trade secret information of PRECISION DIE. Confidential Information may be furnished in any tangible or intangible form, including but not limited to writings, drawings, computer tapes and other electronic media, samples and verbal communications. Any Confidential Information furnished in tangible form shall be conspicuously marked as Confidential or Proprietary.
2. All Confidential Information furnished pursuant to this NDA is done solely for the purpose of evaluation, study, manufacture and assembly of components specifically for PRECISION DIE and no other use is authorized under this NDA. PRECISION DIE makes no warranty as to the accuracy of any Confidential Information. All Confidential Information disclosed hereunder remains the property of PRECISION DIE. No license, right, or authorization to use other than for the purpose above, express or implied, is conveyed or granted to the Company for any invention, patent application, patent, copyright, know-how, trade secret, other intellectual property right, or application therefore of PRECISION DIE. PRECISION DIE makes no representation that any type of business relation related to the purpose of this NDA, the Confidential Information, or any other matter will be concluded between the parties. Nothing in this NDA shall be construed as obligating PRECISION DIE to disclose any particular information.
3. Company agrees not to disclose Confidential Information or components manufactured for PRECISION DIE to any person or entity other than employees with a need to know for the purpose of conducting the evaluation or for manufacture. Company agrees that it will restrict the access of all Confidential Information to only those of its employees or agents who have a need to be informed of the Confidential Information solely for the purposes stated in this NDA, provided, however that Confidential Information must not be disclosed to any third parties or non-employees and must not be disclosed or used outside Company's business premises. Any employee or agent having access to the Confidential Information will sign a confidentiality agreement with the Company agreeing not to disclose or use PRECISION DIE's Confidential Information except as permitted under this NDA. Company agrees to protect and safeguard the 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 Company uses to protect its own confidential or proprietary information of a like nature.
4. The obligations of confidentiality and limitations of use continue beyond the termination of this NDA; provided, however, Company will not be liable for any disclosure of Confidential Information or further restriction on use where the same information:
 - a. was in the public domain at the time it was disclosed or later comes within the public domain, except through the acts or omissions of Company and proof that the information was in the public domain is supported by sufficient independent documentary evidence;

- b. was known to Company at the time of its disclosure and this knowledge is supported by sufficient independent documentary evidence dated prior to receipt;
- c. is approved for the release by written authorization of PRECISION DIE;
- d. becomes known to Company from a source other than PRECISION DIE or any of its employees, without breach of this NDA by Company and such knowledge is supported by sufficient independent documentary evidence dated prior to receipt;
- e. is disclosed to third parties by PRECISION DIE without restriction and such disclosure is supported by sufficient independent documentary evidence; or
- f. more than ten (10) years have elapsed from the date of disclosure of the Confidential Information to Company.

5. Company agrees that it will make no copies of any Confidential Information received from PRECISION DIE without Company having first obtained the written authorization for such copies from PRECISION DIE.
 6. Upon termination of this Agreement or upon the written request of PRECISION DIE at any time, the Company will immediately deliver over to PRECISION DIE all of the Confidential Information, as well as, all documents, media, and items comprising or embodying such Confidential Information and any other documents or things belonging to PRECISION DIE that may be in the Company's possession. Company will not retain any copies or notations from the Confidential Information.
 7. Company acknowledges that the Confidential Information may be controlled by the U.S. Department of Commerce Export Administration Regulations or other requirements of the U.S. Government regulating the export of the Confidential Information. Company agrees that it will not attempt, nor knowingly export or re-export to any country without first having obtained all necessary approvals.
 8. Company agrees that a breach of the obligations of this NDA is likely to cause irreparable harm to PRECISION DIE and that money damages alone would be inadequate as a remedy for a breach. Therefore, Company agrees to not object to PRECISION DIE seeking injunctive relief in the event of such breach. In the event PRECISION DIE seeks injunctive relief of any provision of this NDA, the Company agrees to waive and hereby does waive any requirement that PRECISION DIE post a bond or any other security. The provisions of this Section 8 do not limit or otherwise affect the right of PRECISION DIE to pursue any other remedies available to it for a breach or threatened breach, including recovery of monetary damages from recipient party, its employees or former employees. Company agrees to indemnify PRECISION DIE for any costs, losses, damages and expenses, including legal fees, suffered by PRECISION DIE as a result of a breach of the Company's obligations in this NDA.
 9. Both parties agree that this NDA and all disputes arising hereunder will be governed by the laws of the State of Arizona without reference to conflict of laws principles. This NDA constitutes the complete agreement of the parties on the subject matter covered herein and supersedes all prior or contemporaneous understandings, agreements, or representations, written or oral, of the parties. This NDA is binding upon the successors and assignees of each party. This NDA may not be amended except by a writing signed by both parties and expressly declared to be an amendment or modification of this NDA. In the event that any one or more of the provisions of this NDA is unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- IN WITNESS WHEREOF**, each representative identified below declares that they have been expressly authorized to execute this NDA, binding the parties as of the date set forth above.

COMPANY:	PRECISION DIE AND STAMPING, INC.
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: