

**MUTUAL NON-DISCLOSURE AGREEMENT**

**This Agreement shall become effective on the date it becomes fully executed by all signatory Parties noted at the bottom, and shall remain in effect for a period of five years thereafter. Its purpose is to allow the Parties to share certain Proprietary Information under confidential conditions, in order to evaluate the feasibility and desirability of a potential business transaction with one another. It is hereby acknowledged by all Parties that any Proprietary Information to be disclosed is a valuable asset of the Disclosing Party and that improper and/or unauthorized use or disclosure would cause substantial damage.**

1. Proprietary Information. Proprietary Information may include, but is not limited to, drawings, documents, trade secrets, know-how, technical papers, specifications, formulae, customers lists, research and development, business and financial information, or other information (whether written or oral) that is considered to be proprietary and/or confidential to Disclosing Party. Proprietary Information also includes all work product, data and other materials generated by Receiving Party that contains, is derived from, or is based on the Proprietary Information of Disclosing Party. Disclosing Party is under no duty to mark the Proprietary Information as confidential.

Proprietary Information shall not include any information that can be clearly established by documentary evidence: (a) as previously known to Receiving Party from a source other than Disclosing Party and free from any obligation to keep such information confidential or any breach of a confidentiality agreement; or (b) is or becomes published or in the public domain by other than unauthorized disclosure.

2. Receiving Party Obligations. Receiving Party will maintain in strict confidence any such Proprietary Information and will not disclose, release, provide access to, distribute, sell, market or publish in any manner, to any third party such Proprietary Information of Disclosing Party, unless pre-approved in writing by Disclosing Party or compelled by order of a court or regulatory body of competent jurisdiction. In the event that Receiving Party is required to make such disclosure, Receiving Party will notify Disclosing Party promptly, but in no event less than thirty days prior to such disclosure, and shall allow Disclosing Party to take any and all reasonable and necessary actions to protect such Proprietary Information from disclosure.

Receiving Party will limit access to the Proprietary Information only to those employees and representatives of the Receiving Party and its affiliates having a specific “need to know” in order to evaluate and use it for the limited purpose noted above. Receiving Party will advise each permitted user regarding the nature, existence and importance of the provisions of this Agreement prior to granting them access to Proprietary Information, and Receiving Party will be responsible for any breaches of this Agreement by such permitted users.

Receiving Party will return to Disclosing Party, and/or certify proper destruction of, all Proprietary Information of Disclosing Party, including material samples and documentation supplied hereunder, and all copies and versions thereof, whether or not created by Disclosing Party, promptly upon written request by Disclosing Party.

Receiving Party will adhere to all applicable laws, regulations and rules relating to the export of goods, information and technical data, and shall not export or re-export any goods received from Disclosing Party, any information or technical data, or the direct product of such technical data except in strict compliance with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR). Goods, information and technical data that are controlled by ITAR shall not be released to foreign nationals, including employees, companies or other entities, whether within or outside of the United States, unless the Receiving Party shall first obtain both the written consent of Disclosing Party and the appropriate license or other advance approval from the U.S. Government. Receiving Party’s obligation to adhere to ITAR shall survive the expiration or termination of this Agreement.

101 Landy Lane
Cincinnati, OH 45215

In the event that this Agreement involves U.S. Government contracts and related subcontracts, whether now existing or in the planning and proposal stage, Receiving Party agrees to comply with the cyber security rules and regulations promulgated by the government, including among others things both the safeguarding of information and the reporting of incidents, pursuant to FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, and DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

- 3. No Joint Venture or License. This Agreement shall not be construed in any manner as a joint venture, contractual arrangement, or as an obligation to enter into a contract, subcontract or other business relationship, or result in any claim whatsoever for reimbursement of any costs or expenses for any effort, including the performance of work expended by either Party hereto.

This Agreement shall not be construed as granting to the Receiving Party a license or any rights under any of Disclosing Party’s patent, trademark, copyright, trade secret rights, Proprietary Information (other than the limited purpose stated above), or any improvements or inventions based thereon.

- 4. Injunctive Relief. The Parties agree that a remedy at law for any breach of any provision of this Agreement may be inadequate to protect the Disclosing Party and that, in addition to any other remedies a Disclosing Party may have, Disclosing Party shall be entitled to temporary or permanent injunctive relief without proof of actual damages.

- 5. Representations. Each Party specifically represents and warrants that it is duly constituted and permitted by law to make the representations and to perform the duties set forth in this Agreement and that, by agreeing to be bound, it has not violated and will not violate (expressly or impliedly) any rule, regulation or statute of the United States or any of its agencies or any other applicable law.

- 6. Miscellaneous. In the event of any dispute regarding this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys’ fees, expenses and/or costs of any legal proceeding. This Agreement: (a) is not assignable without the written consent of the other Party; (b) shall be construed in accordance with the laws of the State of Ohio, without regard to the conflict of law rules, and each Party hereby consents to the jurisdiction of the courts of Ohio and any courts that may hear appeals therefrom; and (c) constitutes the entire agreement regarding non-disclosure of Proprietary Information between the Parties and supersedes all prior agreements and understandings.

The following Parties hereby acknowledge and agree:

GENERAL TOOL COMPANY

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

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

Title: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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