



MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made between Axiom Electronics, LLC, an Oregon limited liability company with a principal place of business located at 9845 NE Eckert Drive, Suite 200, Hillsboro, OR 97006-7015, hereinafter referred to as "Axiom", and _____, located at _____, hereinafter referred to as "_____", and all jointly and separately herein after referred to as "Parties" or "Party".

1. **PURPOSE:** To define and protect trade and business secrets when Parties share Proprietary Information pertaining to high-performance high-density electronics manufacturing. Specifically, the Parties agree to provide information relating to _____.

In general discussions and business dealings, Parties may share information relating to each Party's business plans and opportunities, product plans, designs, specifications, ideas, concepts, costs, prices, finances, marketing plans, techniques, methods of operation, performance, discoveries, trade secrets, processes, personnel, research, development or know-how, source code, unlinked object modules, all record bearing media containing or disclosing such information and techniques, and any other nonpublic technical or business information of each Party, including any information observed by Receiving Party while visiting Disclosing Party's facilities, disclosed pursuant to this Agreement and which are confidential, for the limited purposes provided for in Section 1.

2. PROPRIETARY INFORMATION RIGHTS AND OBLIGATIONS:

- a. Proprietary Information shall be disclosed in a tangible form and in storage media, which shall be conspicuously marked as being "Proprietary," or by any other appropriate legend clearly indicating the proprietary nature of the information, either on the Proprietary Information itself, or on the container or packaging containing said media.
- b. Proprietary Information that is disclosed pursuant to this Agreement shall not be used other than for the purpose provided in Section 1, or disclosed to any third party, unless authorized in writing by Disclosing Party. All use of Proprietary Information by Receiving Party shall be for the benefit of Disclosing Party and any modifications and improvements thereof by Receiving Party shall be the sole property of Disclosing Party.
- c. Upon receiving Proprietary Information from Disclosing Party, Receiving Party shall use at least the same degree of care that it uses in protecting its own information, but not less than reasonable care. Receiving Party agrees that employee access to Proprietary Information from the other Party to this Agreement, shall be granted on a "need-to-know" basis. Receiving Party shall advise its employees of the proprietary nature of the Proprietary Information and of the obligations set forth in this Agreement, require such employees to be bound by confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its employees that are inconsistent with its obligations under this Agreement.
- d. If Receiving Party makes any copies, extracts, summaries, or digests of the Proprietary Information (including computer entries), Receiving Party shall ensure that appropriate legends are affixed thereto and that proprietary labeling of the information remains intact.

3. AGREEMENT AND CONFIDENTIALITY TERMS:

- a. This Agreement shall terminate two (2) years after the date of last execution of this Agreement by the Parties, except that either Party upon thirty (30) days prior written notice to the other Party, may without cause terminate this Agreement.
- b. Following termination, the obligations listed under Sections 2, 3, 6, and 8 shall continue for a term of two (2) years for Proprietary Information other than source code and three (3) years with regard to any source code that is Proprietary Information. The obligation of non-disclosure and non-use hereunder shall continue for the above periods notwithstanding any termination of project or purpose set forth above.

4. PROTECTION LIMITATIONS: It is acknowledged by the Parties, that when any portion of such Proprietary Information falls within any of the following provisions, such portion of such Proprietary Information is released from the protection provided under this Agreement from the date such provision becomes effective:

- a. Proprietary Information which is or becomes part of the public domain without breach of this Agreement;
- b. Proprietary Information which is subsequently received from a third party who did not obtain, nor disclose such information in violation of any rights of Disclosing Party;
- c. Proprietary Information which prior to the execution of this Agreement is already known to a Party, and which is substantiated by reasonable written evidence;
- d. Proprietary Information which is publicly disclosed with the prior written approval of the Party that owns or controls the information; or
- e. Proprietary Information which was independently developed by an employee of Receiving Party, who did not have access to the disclosed information, and the independent development, is substantiated by reasonable evidence.

5. JUDICIAL ORDER: Notwithstanding the foregoing, nothing in this Agreement shall restrict the right of either Party to this Agreement from disclosing such Proprietary Information pursuant to a judicial order issued by a court of competent jurisdiction, or other valid and binding court order for discovery, but only to the extent so ordered; provided, however, that the Party so ordered shall promptly notify the other Party to this Agreement, in writing, to permit adequate time for response by the affected Party. Receiving Party shall provide all reasonable assistance, at Disclosing Party's expense and direction, in opposing such disclosure order.

6. TERMINATION PROVISIONS: All such Proprietary Information and copies, extracts, summaries, or digests (including computer retained format) thereof shall remain the property of Disclosing Party. All obligations to maintain confidentiality shall survive termination under this Section 6 of the Agreement. All such Proprietary Information supplied by Disclosing Party shall be returned to Disclosing Party upon the first of the following events to occur:

- a. Within thirty (30) days after termination of this Agreement under this clause;
- b. Upon completion of the purpose(s) for which is was submitted;
- c. Upon the determination by a Party that received information that it no longer desires to possess such Proprietary Information; or
- d. Upon breach of any of the obligations of this Agreement, such Proprietary Information and all copies thereof, shall be returned to the Party that owns or controls the Proprietary Information within thirty (30) days of written demand by such Party.

7. EXPORT COMPLIANCE REGULATIONS: The Proprietary Information disclosed by either Party may include United States ("U.S.") origin technical data. Accordingly, Receiving Party is responsible for complying with, and assures Disclosing Party that it will comply with all export regulations of the U.S., including the U.S. Department of State International Traffic In Arms Regulations ("ITAR"), the U.S. Department of Commerce Export

Administration Regulations (“EAR”), and any other U.S. Government regulation applicable to the export or re-export, whether within or without the U.S., including to those employed by, or otherwise associated with, Receiving Party. This duty of compliance does not expire with the expiration of the terms of this Agreement, or the period of confidentiality determined above.

8. REMEDIES: Receiving Party agrees and acknowledges that the Proprietary Information is of a proprietary and confidential nature and that any disclosure of the Proprietary Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to Disclosing Party. Accordingly, Receiving Party agrees that Disclosing Party is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining Receiving Party, any of its personnel, and any agents of Receiving Party, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Proprietary Information. Further, in the event of arbitration or litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses.

9. NOTICE OF BREACH: Receiving Party shall notify Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by Receiving Party; or (2) any actions by Receiving Party inconsistent with their respective obligations under this Agreement, Receiving Party shall cooperate with any and all efforts of Disclosing Party to help Disclosing Party regain possession of Proprietary Information and prevent its further unauthorized use.

10. GENERAL PROVISIONS:

- a. No license, right, title, or interest in, or to any patent, trademark, mask, work, copyright, service mark, or any other intellectual property right, is granted or implied by disclosure of, or access to such, Proprietary Information disclosed under this Agreement. Each Party warrants that it has the lawful, unqualified right to transfer, use, or otherwise disclose information transmitted under this Agreement. No warranties, express, or implied at law or in equity, are intended or deemed to arise by virtue of entering into or performing under the terms of this Agreement.
- b. In the event of breach of the terms of this Agreement, the failure of a Party to enforce any right granted under this Agreement, shall not be deemed a waiver of any right hereunder. The invalidity in whole, or in part, of any provision of this Agreement shall not affect the validity of any other provision contained herein, and the remainder of the Agreement shall be enforced as if such provision was not included.
- c. At all times, the Parties shall remain independent contractors, with each responsible for its own employees. This Agreement is not intended to be, nor shall it be construed as, a joint venture, partnership or other formal business organization, and neither party shall have the right or obligation to share any of the profits, or bear the losses, risks or liabilities of the other Party by virtue of this Agreement. Neither Party to this Agreement is authorized to act for, or on behalf of the other Party, nor to bind or, otherwise commit the other Party to any contract, or other matter.
- d. All transactions contemplated by this Agreement shall be construed with and governed by the laws of the State of Oregon, without regard to the principles of choice of law. All disputes arising out of or in connection with this Agreement shall, unless amicably settled between the Parties, be finally settled by arbitration according to the Rules of American Arbitration Association ("Rules") by a single arbitrator in accordance with said Rules. The seat of arbitration shall be Portland, Oregon. The procedural law of this place shall apply where the Rules are silent. Arbitration proceedings shall be conducted in English.
- e. Neither Party may assign its rights or delegate its duty or obligation under this Agreement without prior written consent of the other Party.
- f. This Agreement constitutes the entire agreement between the Parties and supersedes all previous understanding between the Parties with respect to the subject matter of this Agreement.

- g. Any modification, amendment or supplement of this Agreement shall not be binding unless it is in writing and signed by an authorized representative of the Parties.
- h. This Agreement may be executed in counterparts and transmitted electronically, or by facsimile, and all such counterparts shall together constitute one and the same instrument.
- i. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Parties.
- j. In providing the Proprietary Information, Disclosing Party makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness, or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.
- k. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative, as of the last date listed below:

AXIOM ELECTRONICS LLC

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____