

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between Precision MicroFab LLC, hereinafter, Precision MicroFab with a primary business office located at 7500 Energy Court, Suite 4, Curtis By, MD, 21226 and, _____ with a primary business office located at:

1. Subject Matter and Purpose of Disclosure:

2. The Parties (discloser & recipient) agree that oral information intended to be protected under this agreement shall be identified as such at the time of initial disclosure, reduced to writing and stamped as “proprietary information” within 30 days thereafter.
3. The Parties agree that they will use their best efforts not to publish, disseminate, copy, or disclose the above information to any third parties. Further, the Parties agree that they will use their best efforts to limit distribution of the information within their respective businesses to those individuals with a business need to know the information, which need is consistent with the purpose of this disclosure.
4. In no event shall the Receiving Party be deemed to have acquired any right or interest in or to the above information, and the above information shall remain the sole property of the Disclosing Party.
5. Each Party shall return all proprietary information to the other Party upon its request to do so.
6. Each Party shall be under no obligations with respect to any information:
 - a. Which is, at the time of disclosure, available to the general public;
 - b. Which becomes at a later date available to the general public through no fault of the Receiving Party and then only after said later date;
 - c. Which the Receiving Party can demonstrate was in its possession before receipt thereof from the Disclosing Party; or
 - d. Which is disclosed to the Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.
7. The Receiving Party represents and warrants that no technical data furnished by the Disclosing Party shall be exported from the United States without first complying with all requirements of the International Traffic in Arms



Regulations and the Export Administration Act and regulations issued thereunder, including the requirement for obtaining any export license, if applicable. The Receiving Party shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such technical data. The Disclosing Party will not be responsible for any claims, demands, damages, costs, fines, penalties, attorneys' fees or other expenses arising from the failure of the Receiving Party to comply with this clause or the International Traffic in Arms Regulations and the Export Administration Act and applicable regulations.

8. Subject to the provisions of paragraph 5 above, data covered by this Agreement shall be maintained in confidence for a period of three (3) years.
9. The provisions of this Agreement shall be severable; and if one or more of the provisions of this Agreement shall be found to be illegal, invalid, or unenforceable, such finding shall not affect the legality, validity, or enforceability of any of the remaining provisions hereof.
10. This agreement is effective as of the first time the information is first disclosed to the Receiving Party or on the date of Agreement execution, whichever is earlier.

Company Name:

Precision MicroFab, LLC

By: _____

By: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____