

Supplier Non-Disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made on _____, 201_ (“Effective Date”) between TRAK Microwave Corporation dba Lorch Microwave, a Delaware corporation having offices at 1725 North Salisbury Boulevard, Salisbury, Maryland 21802 (“Company”) and _____, a [insert State of incorporation] having offices at _____ (“Company”) (each individually as a “Party” and collectively as the “Parties”).

1. The Parties wish to engage in commercial discussions relating to **the machining and fabricating of components for use in RF and Microwave filters** (the “Proper Purpose”) and for that Proper Purpose each Party intends to disclose to the other certain proprietary, confidential information. Each Party agrees that its disclosure and receipt of Confidential Information (defined below) shall be subject to the terms and conditions of this Agreement.
2. Confidential Information shall mean all information, including both written and oral information, information recorded or preserved in any media, and shall include, without limitation, all confidential, proprietary, non-public ideas and information of the disclosing Party (“Discloser”) that are made available to the other Party (“Recipient”) relating to: (a) technological information in the form of data, drawings, designs concepts, specifications, patent applications (whether in draft or final form), software, prototypes, processes, procedures; and (b) other information relating to Discloser’s business including but not limited to, customer and supplier lists and contact details, financial projections, budgets, business plans, pricing policies, new products, business strategies, formulae, notes, analyses, compilations, studies, interpretations or other documents, and know-how. Orally or visually communicated information shall only be considered Confidential Information if Discloser provides to Recipient such information reduced to writing and marked as “Confidential,” within thirty (30) days of such oral or visual disclosure.

3. Notwithstanding the foregoing, or any other provision contained herein to the contrary, Confidential Information shall not include information which:
- (a) is lawfully known to Recipient prior to disclosure, such prior knowledge being evidenced by contemporaneous written evidence of the same; or
 - (b) is in or which comes into the public domain through no fault of Recipient; or
 - (c) is disclosed to Recipient by a third party lawfully in possession of such information and who is not subject to confidential limitations in respect of the Confidential Information; or
 - (d) can be shown to have been developed by Recipient independently of any Confidential Information received from Discloser.
4. Recipient agrees:
- (a) to keep confidential Discloser's Confidential Information, and shall not directly or indirectly at any time disclose or permit access to the Confidential Information in whole or in part to any person or party whomsoever, except that Recipient may disclose or permit access to the Confidential Information to those of its directors, officers and employees who need to know the Confidential Information to perform the Proper Purpose provided Recipient informs any director, officer and employee to whom it discloses Confidential Information that the information is confidential;
 - (b) to use the equivalent degree of care that Recipient uses to protect its own information of like sensitivity and importance, provided that such degree of care shall be no less than a reasonable degree of care;
 - (c) not to use the Confidential Information in whole or in part for any purpose other than the Proper Purpose, without the prior written consent of Discloser;
 - (d) not to copy or reproduce the Confidential Information except as may be strictly necessary for the Proper Purpose;
 - (e) to inform Discloser immediately upon becoming aware or suspecting that an unauthorized person has become aware of the Confidential Information; and
 - (f) promptly to return to Discloser all Confidential Information following demand by Discloser at any time.

5. Recipient shall not be in breach of this Agreement if it discloses Confidential Information pursuant to a demand by a court, judicial or governmental authority of proper jurisdiction with which Recipient is obliged to comply, provided Recipient will provide Discloser with reasonable notice of such demand and take such steps as Discloser may reasonably request to assist Recipient in obtaining a protective order preventing or limiting the disclosure and/or any other measures requiring that the Confidential Information be protected.
6. Nothing herein shall obligate either Party to disclose to the other Party any particular information.
7. Each Party may be currently or in the future developing information internally or receiving information in confidence from other parties that may be similar or competitive to the information received from the other Party herein. Accordingly, nothing in this Agreement shall be construed as a representation or inference that either Party will not develop products or processes, for itself or others, that compete with the products or processes contemplated by the other Party hereto.
8. Each Party represents and warrants that it is under no obligation to any third party that would interfere with its ability to reveal the details of its Confidential Information to the other Party.
9. Except for the obligations of confidentiality set forth in Section 4, this Agreement shall terminate on the earlier of fulfillment of, or cessation of the discussions related to, the Proper Purpose; or twelve (12) months from the Effective Date (the "Term"). The obligation of confidentiality contained in Section 4 with regard to Confidential Information disclosed during the Term shall remain in effect for a period of five (5) years from the Effective Date of this Agreement.
10. Notwithstanding the foregoing, either party may terminate the Agreement at any time by providing the other with ninety (90) days prior written notice to that effect. Either party may terminate this Agreement with immediate effect, by serving written notice on the other, if:
 - (a) the other Party has committed an irremediable breach of this Agreement, or if the breach is remedial, the other Party fails to remedy such breach within thirty (30) calendar days of being notified of that breach; or
 - (b) the other party ceases to carry on business, becomes insolvent or has a receiver or manager appointed to the whole or any part of its business or enters into any composition with its creditors or goes into liquidation (except for the purposes of amalgamation or reorganization) or undergoes any similar or equivalent process in any jurisdiction; or

- (c) the other party or any of its officers, directors or shareholders commits a criminal offence or otherwise acts in a manner which could bring the other party into disrepute.
11. Upon termination or expiration of this Agreement, Recipient shall immediately stop using the Confidential Information, and shall inform its directors, officers and employees to stop using it, and shall either return to Discloser all Confidential Information or, at Discloser's request, destroy the Confidential Information (including erasing or procuring the erasure of all Confidential Information from any computer, word processor or other device containing Confidential Information) and provide the Discloser with a certificate confirming destruction and erasure; provided, however, that one archival copy may be kept by the Recipient to the extent required by applicable law or regulation. An officer of Recipient shall sign the certificate.
 12. In disclosing the Confidential Information to Recipient, Discloser makes no representation or warranty, either expressed or implied, as to its accuracy or completeness, and Discloser accepts no liability to Recipient or any other person resulting from any inaccuracy or the incompleteness of the Confidential Information.
 13. Disclosure of any of the Confidential Information shall not confer any right or license nor any rights to patents or patent applications presently held or subsequently obtained by Discloser in respect of inventions or technology relating to the Confidential Information.
 14. Neither party may assign, in whole or part, any of its rights under this Agreement without the prior written consent of the other. Any attempted assignment shall be void and of no effect, if not in accordance with this provision. Notwithstanding the foregoing, the assigning party may assign this Agreement to an affiliate company or to a purchaser of all or substantially all of assigning party's assets or stock without prior consent of the other party.
 15. Without prejudice to any other rights or remedies that Discloser may have, Recipient acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that, accordingly, Discloser shall be entitled, without proof of special damages, to the remedies of injunction and other equitable relief for any threatened or actual breach of the provisions of this Agreement by Recipient.
 16. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to its conflicts of laws, provisions, and the parties hereby submit to the exclusive jurisdiction of the courts in Hillsboro County in the State of Florida.

17. This is the entire agreement between the Parties relating to its subject matter. No waiver of any term or provision of this Agreement will be valid unless in writing and signed by the Party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
18. The Parties understand that there is no obligation or commitment by the Parties to enter any agreement subsequent to this Agreement.
19. If any provision of this Agreement is rendered illegal, invalid or unenforceable by a court having jurisdiction, under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
20. Each person executing this Agreement represents and warrants that they are acting on behalf of a Party, as identified in the first paragraph of this Agreement, and not in an individual capacity. Each person executing this Agreement further represents and warrants that they are authorized to enter into such Agreements for and on behalf of their respective Party.

Company: _____ **SMITHS Interconnect Microwave
Components Inc. dba Lorch Microwave**

By: _____ By: _____

Printed Name: _____ Printed Name: Ranny P. Townsend Jr.

Title: _____ Title: TCO/FSO/Contracts & Export
Compliance Manager