

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“**Agreement**”) is entered into on \_\_\_\_\_, by and between

(1) **Micro Logic Corp.** d/b/a Pad2Pad, a corporation organized under the laws of the State of New Jersey, with its principal office at 31 Industrial Avenue, Mahwah, NJ 07430 (hereinafter referred to as “**MLC,**” which expression shall be deemed to mean and include its successors-in-interest and permitted assigns)

and

*(Please complete information in the applicable space)*

(2) [\_\_\_\_\_] , individual, adult citizen of the State of [\_\_\_\_\_] , holding [driver’s license/passport/state I.D.] No: [\_\_\_\_\_] , and residing at [\_\_\_\_\_] (hereinafter referred to as the "**User**" which expression shall mean and include, where the context so requires or admits, his/her legal heirs, successors-in-interest and permitted assigns).

Or

[\_\_\_\_\_] , individual, adult citizen of the State of [\_\_\_\_\_] , holding [driver’s license/passport/state I.D.] No: [\_\_\_\_\_] , residing at [\_\_\_\_\_] , operating a sole proprietorship under the name and style of [\_\_\_\_\_] , having its offices located at [\_\_\_\_\_] (hereinafter referred to as the "**User**" which expression shall mean and include, where the context so requires or admits, his/her legal heirs, successors-in-interest and permitted assigns).

Or

[\_\_\_\_\_] , a partnership established under the laws of the State of [\_\_\_\_\_] and consisting of [\_\_\_\_\_] , [\_\_\_\_\_] and [\_\_\_\_\_] as partners and having its principal place of business at [\_\_\_\_\_] (hereinafter referred to as the "**User**" which expression shall mean and include, where the context so requires or admits their respective legal heirs, successors-in-interest and permitted assigns).

Or

[\_\_\_\_\_], a [limited liability company/corporation] incorporated under the laws of the State of [\_\_\_\_\_] and having its registered office at [\_\_\_\_\_] (hereinafter referred to as the “User” which expression shall mean and include where the context so requires or admits its successors-in-interest and permitted assigns).

(MLC and the User are hereinafter collectively referred to as the “Parties” and each individually referred to as a “Party”).

**WHEREAS**, Each of the Parties has access to certain Confidential Information (as defined below) and is authorized and willing to permit the other Party to examine such Confidential Information for the Authorized Purpose (as defined below), subject to the terms and conditions of this Agreement.

**AND WHEREAS**, The willingness of each Party to permit the other Party access to and rights to examine the Confidential Information of such Party is solely for the Authorized Purpose and is subject to the terms and conditions set out in this Agreement.

**NOW, THEREFORE, in consideration of the protection of Confidential Information disclosed hereunder and other mutual promises and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:**

1. In this Agreement (including the recitals):
  - a. **“Authorized Purpose”** means the purposes of holding discussions, quoting, and conducting evaluations and negotiations, concerning custom manufactured parts.
  - b. **“Confidential Information”** means information that is designated as 'confidential' or which by its nature is clearly confidential which is provided in connection with the Purpose. Confidential Information includes (but is not limited to) any information/data concerning commercial, legal, marketing, financial, or technical information; technology, technical processes, procedures, security procedures, the layout of premises, intellectual property rights, prices, projects, business models, development or human resources matters, business and customer risks or details, computer systems and software, know-how or other matters, business methods and affairs of either Party and its actual or potential customers and business partners and the details of the relationship of either Party, its actual or potential customers and business partners and any correspondence between them (including the details of the content of this Agreement), whether prepared by

a Party or its Representatives (as defined below) in connection with the Purpose which contain or otherwise reflect such information. Confidential Information may (without limitation) take the form of: (i) documents, technical specifications, unpublished patent specifications, data, drawings, plans, processes, photographs, databases, computer software in disk, cassette, tape or electronic form and items of computer hardware; or (ii) oral descriptions, demonstrations or observations or information and (iii) include all notes, analysis, computations, studies or other documents prepared by, for or on behalf of the Receiving Party or its Representatives that contain or reflect such information.

- c. "**Disclosing Party**" means, without limitation, the Party, disclosing the Confidential Information
  - d. "**Receiving Party**" means, without limitation, the Party receiving the Confidential Information.
  - e. "**Representatives**" means, in relation to one Party any directors, officers, employees, agents, advisors and/or consultants.
2. In consideration of the Disclosing Party making available the Confidential Information to the Receiving Party, the Receiving Party undertakes that all Confidential Information will be held and treated by it and its Representatives in strict confidence and will not, except as provided in this Agreement, without the prior written consent of the Disclosing Party be disclosed by the Receiving Party or its Representatives in any manner whatsoever (in whole or in part) to any person, the fact that the Confidential Information has been made available by the Disclosing Party, the fact that discussions or negotiations are taking place concerning the Authorized Purpose, or any of the terms, conditions or other facts with respect to the Authorized Purpose, including its status; and the Confidential Information will not be used by the Receiving Party or its Representatives other than in connection with the Authorized Purpose.
3. Subject to Clause 2 hereinabove, the Receiving Party, unless otherwise authorized in writing by the Disclosing Party, shall also:
- a. maintain in confidence all Confidential Information received hereunder;
  - b. disclose Confidential Information only to those Representatives who need to know the Confidential Information in connection with the Purpose and who will be advised by the Receiving Party of this Agreement and who agree to be bound by the terms of this Agreement;

- c. as soon as reasonably practicable following a written request by the Disclosing Party, provide to the Disclosing Party a list of its Representatives to whom Confidential Information has been provided by the Receiving Party; and
  - d. to the extent applicable, not modify, reverse engineer, decompile, disassemble or create derivative works from any such Confidential Information.
4. Subject to Section 7 below, the confidentiality obligations and use restrictions of this Agreement shall not apply to information marked or identified as Confidential Information:
  - a. if such information is or becomes known in the public domain, other than by breach of this Agreement by the Receiving Party;
  - b. if such information was known to the Receiving Party without restriction prior to the time of first receipt from the Disclosing Party;
  - c. if such information lawfully and rightfully becomes known to the Receiving Party without restriction, from a source other than the Disclosing Party;
  - d. if such information was or is independently developed by the Receiving Party, without reference to any Confidential Information received hereunder, as evidenced by written records;
  - e. to the extent that disclosure or broader use of such information is authorized in writing by the Disclosing Party; or
  - f. after the expiration or earlier termination of this Agreement.
5. The Receiving Party shall not be liable for the disclosure of Confidential Information if such disclosure is required by order of a court of competent jurisdiction, or by order of a governmental agency or legislative body under any written law, regulation or legal order, provided that Receiving Party promptly notify the Disclosing Party thereof, and upon the request and reasonable expense of the latter, reasonably cooperate with the Disclosing Party in contesting the ordered disclosure or in seeking confidentiality treatment of the information. If disclosure is ultimately required, then Receiving Party shall restrict any disclosure to only such information that reasonably satisfies the order.
6. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to Confidential Information received hereunder. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in such Confidential Information, provided that

the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

7. Each Party shall comply with any and all laws applicable to or governing such Party's conduct in connection with this Agreement, including the United States Foreign Corrupt Practices Act. The Parties acknowledge that applicable United States law restricts or prohibits the provision or export of certain goods, technical data and information outside of the United States or to persons or entities who are not United States nationals. Each Party shall comply with any such applicable U.S. export law, and shall be responsible for obtaining any required authorizations for export of its Confidential Information. Furthermore, the Receiving Party's shall not export any export controlled Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party, and shall obtain any required authorizations for, and observe any and all restrictions placed on, the export of such Confidential Information.
8. All rights in Confidential Information are reserved by the Disclosing Party. Other than the rights expressly granted herein, neither this Agreement, nor the disclosure of any Confidential Information hereunder, shall be construed as expressing or implying any other rights, including but not limited to any rights of ownership of such Confidential Information, or rights to any invention, patent, copyright or other intellectual property right heretofore or hereafter owned, acquired, developed or licensable by the Disclosing Party.
9. This Agreement shall not be construed as creating any joint venture, teaming, partnership or other joint relationship between the Parties. Neither this Agreement, nor the disclosure or receipt of Confidential Information hereunder, shall constitute or imply any promise or intention or commitment by either Party to procure any product or service, make any commitment with respect to the present or future marketing of any product or service, enter into a contract with the other Party, or be liable for the costs of the other Party in carrying out the Authorized Purpose. Unless and until a definitive written agreement with respect to the subject matter hereof is entered into, neither Party shall be under any legal obligation of any kind whatsoever with respect to the same, except for the matters specifically agreed to in this Agreement.
10. This Agreement shall apply to Confidential Information received during a term of two (2) years beginning with its Effective Date, unless earlier terminated by written notice provided by either Party to the other Party, which termination shall be effective upon receipt of such notice. Notwithstanding the expiration, or any earlier termination, of this Agreement, the use restrictions and confidentiality obligations imposed on each Party

hereunder shall survive and continue in full force and effect for the period set forth in Section 4f hereinabove, and any other provisions that by their nature and context are intended to survive the expiration or termination of this Agreement shall so survive.

- 11. Upon request by the Disclosing Party, all Confidential Information, including copies, derivative works and other tangible materials containing such information (except for consolidated company backup archives) shall be either returned to the Disclosing Party or destroyed by the Receiving Party. The Receiving Party shall make no further use of any Confidential Information.
- 12. This Agreement contains the complete and exclusive agreement between the Parties with respect to the safeguarding of the Parties' Confidential Information disclosed hereunder, and supersedes all prior communications and understandings with respect thereto. No waiver, modification or deletion of any provision of, or addition of any provisions to, this Agreement shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by an authorized representative of each Party. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were on a single instrument, and all such counterparts together shall constitute this Agreement.
- 13. Neither this Agreement, nor any rights or obligations hereunder, may be assigned, delegated or otherwise transferred by either Party without the express prior written consent of the other Party, except to an entity that succeeds to all or substantially all of the business assets of the assigning Party, and so long as such entity agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment or delegation in contravention of this clause shall be void and unenforceable.
- 14. All notices required by this Agreement will be in English, will be effective on the date of receipt, and will be transmitted by any customary means of written communication, addressed as follows:

To Micro Logic Corp.:

31 Industrial Avenue  
Mahwah, NJ 07430

[legal@miclog.com](mailto:legal@miclog.com)

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 15. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 16. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
- 17. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to its choice of law provisions.

**IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the dates indicated below.**

**Micro Logic Corporation**

\_\_\_\_\_

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_