



Confidentiality Agreement
Minth Americas

General Use: When *Minth Americas* and another person anticipate exchanging confidential information.

General Purpose: To make sure that information disclosed by both parties is held in confidence and is not used by the other party for any other purpose; and to define and limit the confidentiality obligation.

Action to Complete: Fill in the other party's name and address on page 1; complete the effective date on page 1; identify the subject of the information to be exchanged in section 1; and have the agreement executed by both parties.

Retain one copy of the agreement for your file and send the original executed agreement to *Minth Americas 51331 Pontiac Trail, Wixom, MI 48393 USA. Attention Director of Purchasing*

Options: In some circumstances, particularly where a relatively small amount of information is to be disclosed, or where it is anticipated that *Minth Americas* will be receiving more information than it is disclosing, it may be preferable to include a requirement that all confidential information be labeled as confidential. This can be accomplished by adding the following to the end of Paragraph 1:

In order to be considered Proprietary Information, (a) information disclosed as written or graphic materials (or materials otherwise embodied within electronic media) must be clearly marked "CONFIDENTIAL" and (b) material disclosed orally or through visual or other non-written means must be subsequently transmitted in writing clearly marked "CONFIDENTIAL."



THIS AGREEMENT is entered into as of _____ ("Effective Date"), between *Minth Americas 51331 Pontiac Trail, Wixom, MI 48393* and the following "Reciprocal Party":

Name:

Address:

Minth Americas and the Reciprocal Party each have certain proprietary information of possible commercial interest to the other. The parties have agreed to disclose the proprietary information to each other, subject to conditions set forth herein regarding confidentiality.

THEREFORE, in consideration of the mutual promises and upon the conditions set forth herein, *Minth Americas* and the Reciprocal Party agree as follows:

1. **Proprietary Information.**

"Proprietary Information" as used herein means all confidential and/or trade secret information proprietary to the disclosing party, or provided to the disclosing party by a third party subject to a confidentiality obligation, relating to the following subject(s):

Proprietary Information may include, but shall not be limited to, ideas, concepts, inventions, processes, principles of operation, formulae, patterns, drawings, prints, proposals, devices, computer software, customer information, marketing strategies, pricing schedules, costs and other financial information, and compilations of any of the foregoing (whether in verbal, written or graphic format or incorporated into a sample or prototype, and whether or not subject to patent or copyright protection or embodied within whatever media).

2. **Disclosure.**

All Proprietary Information disclosed by one party to the other shall be subject to the terms and conditions of this Agreement.

3. **Obligations of Disclosee.**

In consideration of the disclosure of the Proprietary Information, the parties agree that the following conditions shall apply to Proprietary Information disclosed by the other unless otherwise agreed in writing:

- a. The disclosee shall not reproduce or permit reproduction of any Proprietary Information;
- b. The disclosee will disclose the Proprietary Information to only those of its employees or agents who need the information to perform their duties in connection with the evaluation or use of



the Proprietary Information. Prior to such disclosure, disclosee shall have obtained the agreement of each such employee or agent to maintain the Proprietary Information confidential as provided herein;

c. The disclosee shall not provide or otherwise make available, nor allow any of its employees to provide or otherwise make available, any Proprietary Information to any third party;

d. the disclosee shall not use or allow the use of any Proprietary Information for the disclosee's own benefit or for the benefit of any of the disclosee's customers or other parties;

e. no Proprietary Information shall be disassembled, decompiled or otherwise reverse engineered by disclosee or at disclosee's request; and

f. the disclosee shall take all actions necessary to ensure that no third party obtains or uses any Proprietary Information.

4. **Term.**

The term of this agreement shall commence as of the effective Date set forth at the outset hereof, and shall continue for five (5) years after the last disclosure of Proprietary Information hereunder.

5. **Exceptions to Confidentiality.**

The obligations set forth herein with regard to Proprietary Information shall not apply with respect to any of the following:

a. Information which is disclosed through public use or in printed publications, but only to the extent that the public disclosure is through no breach of this Agreement by the disclosee. However, in the event of such disclosure, the disclosee's obligations of confidentiality and nonuse pursuant to the terms and conditions of this Agreement shall continue for a period of two (2) years following the initial public disclosure.

b. Information that the disclosee can show, by clear and convincing evidence embodied in written documents, was in the disclosee's possession at the time of disclosure by the disclosing party.

c. Information disclosed to the disclosee in confidence by a third party having no obligation of confidentiality or nonuse to the disclosing party or any third party with respect to such information.

d. Information ordered to be disclosed by a court or governmental agency; provided, however, that if the disclosee receives a subpoena or other order relating to the disclosure of Proprietary Information, it will promptly notify the disclosing party and cooperate with the disclosing party in opposing such action if the disclosing party requests. This subparagraph d. relieves the disclosee only of its obligation of nondisclosure.

6. **Return of Materials.**



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Upon request of the disclosing party, any Proprietary Information shall be returned to the disclosing party, and any notes, memoranda or documents prepared by the disclosee or its employees or agents relating to any of the Proprietary Information shall be destroyed.

7. **Nonconveyance of Proprietary Rights.**

No terms or conditions of this Agreement shall be deemed, by implication or otherwise, to convey to the disclosee any rights under any patents, patent applications, copyrights, trademarks or any other proprietary rights which the disclosing party may now own or later obtain relating to the Proprietary Information.

8. **No Agreements.**

Nothing contained in this Agreement shall constitute a commitment by either party to develop, manufacture, purchase or sell any product or enter into any agreement of any kind.

9. **Warranties.**

Neither party makes any warranty or representation with respect to the accuracy, completeness or freedom from defects of any information disclosed pursuant hereto, or the infringement of any rights, including intellectual property rights, of others.

10. **Export.**

Each party agrees that it will not export, directly or indirectly, any Proprietary Information acquired from the other under this Agreement, or any products embodying such Proprietary Information, to any country for which the United States government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

11. **Remedies.**

In the event the disclosee breaches any of its duties and obligations under this Agreement, remedies at law may be inadequate, and the disclosing party shall be entitled to injunctive and other equitable relief against any continued disclosure or use of the Proprietary Information.



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12. **Michigan Law and Complete Agreement.**

This Agreement shall be governed by and construed in accordance with the Michigan Law. This Agreement is the only agreement between the parties relating to its subject matter, and there are no other representations, warranties or other understandings between the parties with respect to such subject, except as expressly set forth herein.

In witness whereof, the parties have executed this Agreement as of the Effective Date set forth at the outset hereof.

Company Name

Signature

By _____

Title _____

Minth Americas

Company Name

Signature

By _____

Title: Director of Purchasing