

NON-DISCLOSURE AGREEMENT

Proprietary Materials: _____

Proprietary Materials loaned by: _____

(name, address, and telephone number) ("Lender")

Proprietary Materials loaned to: _____

(name, address, telephone and fax numbers) ("Borrower")

Borrower acknowledges and agrees as follows:

- (1) **Borrower** has received the above **Proprietary Materials** from **Lender**.
- (2) These **Proprietary Materials** contain valuable proprietary information of **Lender**. This proprietary information constitutes a trade secret of **Lender** and loss or outside disclosure of these materials or the information contained within these materials will harm lender economically.
- (3) **Borrower** acknowledges that these **Proprietary Materials** are furnished to **Borrower** under the following conditions:
 - (a) These **Proprietary Materials** and the information they contain shall be used by **Borrower** solely to review or evaluate a proposal or information from, supply a quotation to, or provide a component or item for **Lender**.
 - (b) **Borrower** agrees not to disclose these **Proprietary Materials** or the information they contain to any person, except persons within **Borrower's** organization having good faith "need to know" same for the purpose of this Agreement. If these **Proprietary Materials** are disclosed under this part to any other person within **Borrower's** organization, **Borrower** shall have each such person also complete and sign a copy of this Agreement and furnish such copy to **Lender**.
 - (c) **Borrower** shall exercise a high degree of care to safeguard these **Proprietary Materials** and the information they contain from access or disclosure to all unauthorized persons.
 - (d) **Borrower** shall not make any copies of these **Proprietary Materials** except upon written permission of **Lender** and **Borrower** shall return all **Proprietary Materials** (including any copies made) to **Lender** at any time upon request by **Lender**.
- (4) These terms shall not apply to any information which **Borrower** can document becomes part of the general public knowledge without fault of **Borrower** or comes into **Borrower's** possession in good faith without restriction.

Borrower

Date

Title

Company