

AGREEMENT TO MAINTAIN CONFIDENTIALITY

This Agreement is between JR Automation Technologies, LLC, hereinafter called “JR,” a Michigan company headquartered at 13365 Tyler Street, Holland, Michigan 49424, and _____, hereinafter referred to as “Receiving Party,” a _____ headquartered at _____.

JR and Receiving Party wish to discuss a potential business arrangement relating to the _____ project for the following purpose: _____ (the “Purpose”). The parties recognize that during and in connection with discussions between JR and Receiving Party, JR will be disclosing to Receiving Party valuable information which is confidential or proprietary to JR and which JR may also have contractually committed to customers to protect.

”Confidential Information” in this Agreement means any information disclosed by JR or any of its affiliates, subsidiaries, directors, officers, employees, agents, authorized representatives, successors and assigns to Receiving Party and may include without limitation the nature of research and/or development projects and data relating to them, products, customers, suppliers, pricing, costs, know-how, strategies, programs, processes, and practices, as well as confidential and proprietary information JR receives from third parties. Confidential Information will be marked as confidential, or in the case of non-written information, will be identified as confidential within a reasonable time. Information that Receiving Party would reasonably expect to be confidential, even if not marked as such, will also be considered Confidential Information.

No license under any patents, copyrights, mask work rights, trademarks, or other proprietary rights is granted by the disclosure of or access to Confidential Information under this Agreement. *ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS,” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.*

Receiving Party must restrict its use of the Confidential Information to the Purpose, must hold the Confidential Information in the strictest confidence, and must not disclose the Confidential Information to any person or entity other than its employees and affiliates without express written permission from JR. Receiving Party may only disclose Confidential Information to employees or affiliates who have a need to know in order to accomplish the Purpose and who are bound by the terms of this Agreement.

The Receiving Party must not make any copies of the Confidential Information (whether in tangible, intangible, or electronic format) except as consented to in writing by JR. The Receiving Party must not (i) reduce any of the Confidential Information to electronic form unless the Confidential Information was provided in such form, (ii) transmit any of the Confidential Information over the Internet unless the Confidential Information is encrypted or transmitted over a secure connection, (iii) use the Confidential Information for any commercial purpose or gain or for any non-commercial purpose, (iv) reverse engineer any of the Confidential Information, or (v) remove or export from the United States or re-export any of the Confidential Information or any direct product of it except in compliance with and with all licenses and approvals required under applicable export laws and regulations.

The restrictions on use or disclosure of the Confidential Information will not apply to the following: (i) information publicly known or in the public domain prior to the time of disclosure, (ii) information publicly known and made generally available after disclosure through no action or inaction of the Receiving Party or its employees

or affiliates, (iii) information already in the possession of the Receiving Party without confidentiality restrictions, (iv) information obtained by the Receiving Party from a third party without a breach of confidentiality, and (v) information independently developed by the Receiving Party.

If Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, Receiving Party will provide JR with prompt written notice of such requirement so that JR may seek a protective order or other appropriate relief. Subject to the foregoing sentence, Receiving Party may furnish that portion (and only that portion) of the Confidential Information that Receiving Party is legally compelled or is otherwise legally required to disclose, provided, however, that the Receiving Party provides such assistance as JR may reasonably request in obtaining such order or other relief.

Upon JR's request, Receiving Party must, at JR's election, either promptly return to JR or destroy (and certify destruction of) all Confidential Information, including but not limited to copies made by Receiving Party and including but not limited to any portions of documents or other information embodying or reflecting Confidential Information.

The Receiving Party agrees to indemnify and hold JR and its affiliates, subsidiaries, directors, officers, employees, agents, authorized representatives, successors, and assigns harmless from and against any and all direct or indirect costs, expenses (including without limitation reasonable attorneys' fees and costs), fines, charges, and damages of any nature whatsoever incurred by JR or any of them as a direct or indirect result of any threatened or actual breach by Receiving Party of this Agreement.

Receiving Party's obligations under this Agreement will continue and be binding on Receiving Party for a term of five (5) years from the date of Receiving Party's final involvement in the Project and/or Receiving Party's final contact with JR.

IN WITNESS WHEREOF, the Receiving Party has signed this Agreement for the benefit of JR, its affiliates, subsidiaries, directors, officers, employees, agents, authorized representatives, successors, assigns and customers, and affirms that the signing representative has the authority to bind the organization to the terms of this Agreement.

JR:
JR Automation Technologies, LLC.

Receiving Party:

By: _____

By: _____

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

Original must be turned in to the JR Automation Technologies, LLC purchasing department