



MUTUAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT

This Mutual Confidentiality, Non-Disclosure and Non-Use Agreement ("Agreement") is entered into by and between SULLINS CONNECTOR SOLUTIONS (hereafter, "Recipient" or "Discloser" as the case may be) and _____(company name)_____ (hereafter, "Recipient" or "Discloser" as the case may be).

Recitals

WHEREAS, each party has acquired and developed a substantial amount of valuable Confidential Information, as hereinafter defined;

WHEREAS, the parties desire to exchange said Confidential Information for the purpose stated below;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereto agree as follows:

Terms

1. For the purpose of the Agreement, Confidential Information shall mean any information, data or materials of a confidential nature, including but not limited to, proprietary, technical, developmental, marketing, sales, operating, and/or customer information, as well as costs, know-how, business and process information, designs, drawings, prototypes, images, renderings, models, new products or other business or technical information, disclosed under this Agreement.
2. Discloser agrees to make known to Recipient and Recipient agrees to receive from Discloser Confidential Information for the sole purpose of providing and receiving vendor services related to the design, creation, production and purchase of edgcard connectors ("Permitted Use").
3. Recipient agrees that the Confidential Information delivered or disclosed pursuant to this Agreement:
 - (a) Shall be understood to be confidential, proprietary, and trade secret, regardless of whether such Confidential Information is marked "Confidential," "Proprietary," or similarly legended. The lack of such markings will not affect the confidential, proprietary, or trade secret nature of the Confidential Information. Likewise, the inclusion of such markings shall not be construed as a waiver or modification of this provision.
 - (b) Shall not be distributed, disclosed or disseminated in any way or form by Recipient to anyone except its own employees who have reasonable need to know said Confidential Information in connection with the Permitted Use.
 - (c) Shall be utilized only in connection with the Permitted Use and shall not be used by Recipient for any other purpose, without the express prior written permission from Discloser. This obligation of non-use applies regardless of whether the information disclosed under this Agreement is, or remains, confidential, proprietary, or entitled to trade secret status.
 - (d) Shall not be the subject of efforts to duplicate, copy, disassemble, or reverse engineer any of the



Confidential Information.

- (e) Shall remain the property of Discloser. Upon demand by Discloser, all Confidential Information disclosed to Recipient, including copies, notes, or memoranda (whether existing in physical form or stored in any other form, including electronic media), shall be returned to Discloser or destroyed, at the option of Discloser.
4. The obligation of confidentiality and non-disclosure assumed by Recipient shall not apply to:
 - (a) Information which at the time of disclosure is in the public domain;
 - (b) Information which lawfully becomes part of the public domain other than information disclosed by Discloser;
 - (c) Information lawfully disclosed to Recipient by a third party who is not under an obligation of confidentiality to Discloser with respect to the information.
 5. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components, or combinations thereof are or become known to the public. Confidential Information shall also not be deemed to be in the public domain merely because the edgcard connector or other end product is available to customers or the public.
 6. In the event the Recipient is required by law or legal process to disclose any Confidential Information, Recipient will (1) provide Discloser with prompt notice of such requirement prior to the disclosure, and (2) give Discloser all available information, assistance and authority to enable Discloser to take the measures that Discloser may deem appropriate or necessary to protect the Confidential Information from disclosure.
 7. Recipient agrees to reimburse, indemnify and hold harmless Discloser or its successors and assigns from any damage, loss or expense incurred or suffered by them as a result of any disclosure or use by Recipient of the Confidential Information contrary to the terms of this Agreement.
 8. Recipient acknowledges that the breach of this Agreement will cause great and irreparable harm to Discloser and that monetary relief alone would not provide a sufficient remedy for any breach of this Agreement. Recipient therefore agrees that in addition to all other remedies for breach of this Agreement, Discloser shall be entitled to specific performance, a temporary restraining order, a preliminary or permanent injunction or any other provisional remedy or equitable relief, and Discloser shall not be required to post any bond or undertaking prior to, or in connection with, the grant of such relief.
 9. In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.
 10. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and the parties agree to be subject to the jurisdiction of the Superior Court of California, and that venue for any disputes shall lie with the Superior Court for the County of San Diego.



11. If any provision of this Agreement shall be held for any reason to be unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect. In the event California statutory or case law hereafter changes the standards with regard to the restrictive covenants contained within this Agreement and such changes are given retroactive effect, and any such change limits the effect or scope of such restrictive covenants either in duration or content, then such limitation(s) shall be read where necessary into the appropriate restrictive covenant so that such restrictive covenant can be given the full force and effect then permitted under law.

12. This Agreement and the rights hereunder shall inure to the benefit of Discloser, its assigns and/or successors.

IN WITNESS WHEREOF, the undersigned has read, understands, and agrees to the foregoing.

Company: _____
Name: _____
Signature: _____
Title: _____
Date: _____

SULLINS CONNECTOR SOLUTIONS
Name: _____
Signature: _____
Title: _____
Date: _____