
	Mutual Non-Disclosure Agreement		Document # C-0002460	RevC
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This Mutual Non-Disclosure Agreement (the “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”), by and between Creation Technologies Inc., a Delaware corporation, and its subsidiaries and affiliates (“**Creation**”) and _____, a corporation organized and subsisting under the laws of _____, and its subsidiaries and affiliates, having its principal place of business at _____ (“**Supplier**”). Creation and Supplier are hereinafter collectively referred to as the “**Parties**” and each a “**Party**”. The Party disclosing its Confidential Information is referred to as the “**Disclosing Party**” and the Party receiving such information is referred to as the “**Receiving Party**”.

WHEREAS, the Parties intend to evaluate potential business opportunities including the sale of goods and services between the Parties (the “**Proposed Business**”); the Parties recognize that, in order to further such discussions, they will exchange certain information relating to each of their respective businesses and operations that they deem confidential and proprietary; and the Parties desire to protect such information pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. “**Confidential Information**” shall mean all information (whether written, visual, or oral) furnished or made available before or after the date hereof by the Disclosing Party or its directors, officers, employees, agents, consultants, financing sources, attorneys, financial advisors and accountants (collectively, the “**Representatives**”) which (a) has been identified by the Disclosing Party as “Confidential” or “Proprietary” or other appropriate legend indicating the confidential nature of the information or (b) would reasonably be understood to be confidential. Confidential Information includes but is not limited to information regarding pricing, customers and prospective customers, customers’ confidential information, vendors and vendor lists, costed bills of materials, processes (including but not limited to manufacturing, testing and assembly processes), know-how, designs (including but not limited to designs of enclosures and printed circuit boards), formulae, computer programs, databases, methods of operation, sales techniques, business methods or plans, marketing plans and strategies, finances, management, plant and equipment, and any other business information relating to the Disclosing Party, whether constituting a trade secret, proprietary information or otherwise, which has value to Disclosing Party and is treated by the Disclosing Party as being confidential.
2. Confidential Information shall not, however, include information that: (a) was or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives in violation of the terms of this Agreement; (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives; (c) was already in the Receiving Party’s possession other than as a result of information furnished to the Receiving Party pursuant to this Agreement or from a third party who was not known by the Receiving Party to be under an obligation of confidence to the Disclosing Party; or (d) the Receiving Party can show was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.
3. The Receiving Party and its Representatives (i) shall keep the Disclosing Party’s Confidential Information confidential and shall not, without the Disclosing Party’s prior consent, disclose any such Confidential Information and (ii) shall not use any such Confidential Information other than in connection with the Proposed Business; provided, however, that the Receiving Party may reveal the Disclosing Party’s Confidential Information to those of the Receiving Party’s Representatives who (a) have a bona fide need to know such Confidential Information for the Proposed Business, (b) are informed by the Receiving Party of the confidential nature of such Confidential Information and (c) agree to act in accordance with the terms of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.
4. In the event that the Receiving Party, or any of its Representatives, is required by applicable law, regulation or legal process to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party will notify the Disclosing Party as promptly as practicable under the circumstances so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, the Receiving Party shall furnish only that portion of the Disclosing Party’s Confidential Information that the Receiving Party determines, after consultation with its counsel, is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information. Confidential Information disclosed in accordance with this section shall not be considered a breach of this Agreement.

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5. At the election of the Disclosing Party, the Receiving Party shall promptly (i) destroy all copies of the Disclosing Party's Confidential Information in the Receiving Party's or its Representatives' possession or (ii) deliver to the Disclosing Party all copies of such Confidential Information; provided, however, that the Receiving Party and its Representatives shall not be obligated to return or destroy the Confidential Information if, and to the extent, otherwise required by any applicable law, regulation, policy or procedures relating to the retention, back-up storage or automatic archiving of files and data. Notwithstanding the return or destruction of the Disclosing Party's Confidential Information, the Receiving Party and its Representatives shall continue to be bound by their obligations hereunder.
6. The Receiving Party hereby acknowledges that neither the Disclosing Party nor any of its affiliates makes any express or implied representation or warranty as to the accuracy or completeness of the Disclosing Party's Confidential Information, and the Receiving Party agrees that no such person shall have any liability relating to the Disclosing Party's Confidential Information or for any errors therein or omissions therefrom.
7. The Receiving Party recognizes and acknowledges the competitive value and confidential nature of the Disclosing Party's Confidential Information and the irreparable damage that could result if such Confidential Information is disclosed to any third party or otherwise used in violation of this Agreement. The Receiving Party acknowledges that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement by the Receiving Party or by its Representatives, and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, the Receiving Party agrees to the granting of injunctive relief in the Disclosing Party's favor without proof of actual damages.
8. This Agreement shall terminate five (5) years from the Effective Date. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. Notwithstanding such any such termination, the Receiving Party's obligations hereunder with respect to Confidential Information shall continue for a period of five (5) years following the date it receives such Confidential Information; however, if such Confidential Information is a trade secret then such obligation shall continue indefinitely until the subject Confidential Information is no longer a trade secret.
9. The Parties shall comply with all applicable US export laws, rules and regulations and shall provide written notice of the export classification applicable to the Confidential Information to be disclosed prior to its disclosure.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America for any actions, suits or proceedings arising out of or relating to this Agreement or the Proposed Business (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such courts).
11. Neither this Agreement nor any rights or obligations hereunder shall be transferred or assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. This Agreement contains the entire agreement between the Parties hereto concerning the confidentiality of each Party's Confidential Information and the other matters provided for herein, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding, unless approved in writing by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CREATION TECHNOLOGIES INC.

Name:
Title:

Name:
Title: