**NON-DISCLOSURE AGREEMENT**

This agreement, effective this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company), and SCHENCK USA CORP., have a place of business at 535 Acorn Street, Deer Park, NY 11729 (SCHENCK USA CORP.). The parties hereby agree:

1. Background – , the Parties intend to exchange information which is either non-public, confidential or proprietary in nature for the purpose of coordinating on the purchase of a machine, system, or service.
2. each Party agrees to disclose to the other Party such Proprietary Information subject to the terms and conditions of this Agreement
3. All INFORMATION shall be designated as such in writing by the discloser, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such INFORMATION is disclosed to the recipient. In the event INFORMATION is orally disclosed to the recipient, it shall also be covered by this Agreement.
4. The recipient agrees that all of such INFORMATION is proprietary and confidential information of the discloser.
5. All INFORMATION disclosed under this Agreement shall be held by the recipient in confidence and used by the recipient only for the purpose as included in the INFORMATION.

The recipient shall not use INFORMATION for any other purpose, including but not limited to the development, production, or marketing of any product outside the present project incorporating INFORMATION. INFORMATION shall be disclosed only to those employees of Recipient as necessary for such purpose, and shall not be disclosed to any third party.
6. The recipient shall make no copies of INFORMATION additional to any copies provided by the discloser. Upon the earlier of the discloser’s request or fulfillment of the purpose described in Paragraph 4, the recipient shall immediately return any documents provided by the discloser containing INFORMATION and all copies thereof, and shall cease all use of information.
7. The recipient shall exercise the same degree of care to prevent disclosure of INFORMATION as it exercises with respect to its own most valuable proprietary

information, and in any event no less than a reasonable degree of care for such information.

1. The obligations of the recipient hereunder shall not apply to any INFORMATION which:

 a) was in the public domain at the time it was disclosed, or

 b) enters the public domain other than by breach of this Agreement by Recipient;

 c) is known to the recipient at the time of its disclosure to the recipient by
 the discloser

 d) is disclosed to the recipient by a third party who has the right to do so;

e) is developed by the recipient independently of any disclosure by the other
 party hereunder and provide written evidence of such; or,

f) is disclosed by the discloser to a third party without the restrictions and
 obligations imposed upon the Recipient by this Agreement.

1. The receiving Party represents and warrants that no technical data provided to it hereunder by the furnishing party shall be disclosed to any foreign national, firm or country, or US citizens employed by, or under the control or influence of foreign firms or foreign governments (FOCI), and including foreign nationals employed by or associated with the receiving Party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) and/or the Export Administration Act (EAR), including the requirement for obtaining any export license, if applicable. The receiving Party shall first obtain the written consent from the disclosing party for authority to export any such technical data. The receiving Party shall indemnify and hold the furnishing Party harmless for all claims, demands, damages, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this clause and/or the ITAR and EAR.
2. The recipient’s obligations under this Agreement shall terminate five (5) years after the effective date of this Agreement.
3. The term of this Agreement shall be for a period twelve (12) months from the date hereof.
4. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties.
5. This Agreement shall be governed and construed in accordance with the laws of the State of New York, and Company agrees to the jurisdiction and venue of the State of New York for all controversies, claims and actions arising out of this Agreement.

The parties have hereinafter indicated their acceptance of this Agreement on behalf of their respective organizations.

 **(Enter Company Name here) SCHENCK USA CORP.**

 By: ­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature) (Signature)

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print or Type) (Print or Type)

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print or Type) (Print or Type)

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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