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# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and GT TECHNOLOGIES, INC. (“GT Technologies”) (collectively, the "Parties").

RECITALS

In connection with exploring and/or conducting a possible business opportunity (the “Project”), the Parties will exchange certain information that is non-public, confidential or proprietary in nature (the “Project Material”).

 In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DISCLOSURE OF PROJECT MATERIAL. One party hereto (the “Owner”) may disclose to the other party hereto (the “Recipient”) Project Material pursuant to this Agreement. By execution of this Agreement, the Parties agree to treat all Project Material as confidential, and to observe the terms and conditions set forth in this Agreement. The Parties’ obligation to maintain the confidentiality of the Project Material shall survive the completion of the Project. In addition, the Parties shall not disclose to any person: (a) that the Project Material has been made available; (b) that discussions or negotiations are taking place concerning a possible transaction between the Parties, or (c) any terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
2. DEFINITION OF PROJECT MATERIAL. For purposes of this Agreement, Project Material shall include, without limitation, all information, data, reports, analyses, compilations, studies, interpretations, projections, plans, forecasts, records, notes, memoranda, summaries and other materials in whatever form maintained, whether documentary, computerized or otherwise, regardless of the form of communication, that contain or otherwise reflect information that may be provided by one party to the other during the course of the Project. The term Project Material shall also include all information, data, reports, analyses, compilations, studies, interpretations, projections, forecasts, records, notes, memoranda, summaries or other materials in whatever form maintained, whether documentary, computerized or otherwise, regardless of the form of communication, prepared by the Parties that contain, otherwise reflect, or are based upon, in whole or in part, any Project Material.
3. INFORMATION NOT DEEMED PROJECT MATERIAL. The Parties agree that this Agreement shall be inoperative as to Project Material that:
4. was generally known to the public prior to the disclosure under this Agreement; or
5. is already known to the Recipient prior to the Owner’s disclosure of such Project Material; or
6. is or becomes publicly known through no wrongful act of the Recipient or any person to whom the Recipient discloses such information; or
7. is received by a third-party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or
8. is independently developed by the Recipient; or
9. is approved for release by written authorization of Owner; or
10. is disclosed pursuant to the lawful requirement or request of a governmental agency, or disclosure is required by operation of law.
11. DISCLOSURE TO REPRESENTATIVES. Subject to the requirements of Paragraph 5, the Parties agree that prior to giving any of their business units, divisions, directors, officers, employees, partners, affiliates, agents, advisors or representatives (collectively, the “Representatives”) access to any of the Project Material, the Parties shall require each such Representative to agree to be bound by the terms of this Agreement to the same extent as if they were parties hereto. The Parties further agree to be responsible for any breach of this Agreement by any of their Representatives.
12. USE OF PROJECT MATERIAL. The Parties agree that they will not use the Project Material for any purpose other than for purposes related to the Project and that the Project Material shall be strictly limited in its use and distribution to those Representatives whose review of the Project Material is essential to advancing the goals and purpose of the Project. In furtherance of the foregoing, the Parties (and their Representatives) agree that neither will use the Project Material in any way directly or indirectly detrimental to the Owner of the Project Material.
13. OWNERSHIP OF PROJECT MATERIAL. All Project Material shall be and shall remain the property of the Owner. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressed, implied, or otherwise for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.
14. RETURN/DESTRUCTION OF PROJECT MATERIAL. The Parties agree that within five (5) business days after being so requested by the Owner, the Recipient shall return or destroy all copies of the Project Material in its possession and in the possession of its Representatives. The Parties also agree that the Recipient will destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever containing or otherwise reflecting any Project Material, except to the extent the Recipient is advised in writing by counsel that such destruction is prohibited by law. The Recipient shall confirm any destruction of materials in writing. Any Project Material that is not returned or destroyed, including without limitation any oral Project Material, shall remain subject to the confidentiality obligations set forth in this Agreement.
15. MUTUAL ASSISTANCE. In the event that the Recipient is requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any Project Material, the Recipient will provide the Owner with prompt written notice of such request or requirement so that the Owner may seek an appropriate protective order. If, failing the entry of a protective order, the Recipient is, in the written opinion of its counsel, compelled to disclose Project Material, the Recipient may disclose that portion of the Project Material that its counsel advises is compelled to be disclosed and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Project Material that is being disclosed. In any event, the Recipient will not oppose action by the Owner to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Project Material.
16. LIMITATION OF PURPOSE. Nothing in this Agreement shall impose any obligation upon the Parties to engage in any additional projects or transactions or to enter into any discussion or negotiations with respect thereto.
17. NON-SOLICITATION. The Parties agree not to solicit for employment any of the current employees of the other to whom they have been directly or indirectly introduced or otherwise had contact with as a result of the Project so long as the employee is employed by the other company and for a period of one year thereafter.
18. NO REPRESENTATIONS OR WARRANTIES. The Project Material transferred under this Agreement is provided on an "AS IS" basis with no express or implied warranties, except that the Owner has the right to disclose. Neither Party assumes any responsibility whatsoever with respect to the accuracy or sufficiency of the Project Material.
19. BINDING EFFECT. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto, their heirs, successors, and assigns.
20. SEVERABILITY OF PROVISIONS. Any provision of this Agreement that is determined to be invalid or unenforceable shall not affect the remainder of this Agreement, which shall remain in effect, unless the removal of the invalid or unenforceable provision would substantially defeat the basic intent, purpose and spirit of the Agreement.
21. NOTIFICATION OF BREACH. Without impairing any other provision in this Agreement, each Party agrees that it will promptly notify the other of any breaches of this Agreement.
22. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Michigan without regard to conflict of laws principles. Any action brought in connection with this Agreement shall be brought in the federal or state courts located in the State of Michigan and the parties hereby irrevocably consent to the jurisdiction of such courts.
23. AMENDMENTS TO AGREEMENT. This Agreement may not be amended except in writing signed by both Parties.
24. NON-WAIVER. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.
25. HEADINGS. The headings in this Agreement are provided for convenience only and do not affect its meaning.
26. AUTHORITY TO EXECUTE. The undersigned represent and warrant that they are authorized to enter this Agreement and to be bound by the terms of this Agreement.
27. EXECUTION OF AGREEMENT. This Agreement may be executed in counterparts.
28. TERM. This Agreement will terminate in its entirety five (5) years from the date of its execution.
29. ASSIGNABILITY. This Agreement may not be assigned except upon prior written permission of the other party, which permission shall not be unreasonably withheld or delayed.
30. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, understandings, representations or warranties, except as expressly set forth in this Agreement. This Agreement supersedes all previous and contemporaneous communications, representations, understandings and agreements.

[SIGNATURES ON NEXT PAGE]

The Parties are signing this Agreement on the date stated in the introductory clause.

[INSERT]

By:

 Name:

Title:

GT TECHNOLOGIES, INC.

By:

 Name:

 Title: