



Usui International Corporation

ISO/TS • 16949 Registered

ISO • 14001 Registered

44780 Helm Street  
Plymouth, Michigan 48170

Telephone: (734) 354-3626  
Facsimile: (734) 354-3636

## Non-Disclosure Agreement

This NON-DISCLOSURE AGREEMENT (the "Agreement ") is made and executed on this XXXXXXXXXXDate) .

Between (DISCLOSER):

Usui International Corporation giving its principal place of business at 44780 Helm Street, Plymouth, MI (hereinafter referred to as "**USUI**")

And (RECIPIENT):

having its principal place of business at XXXXXXXXXX (hereinafter referred to as "**COMPANY**")

Whereas:

Both USUI and COMPANY wish to enter into discussions and explore opportunities in "procurement of parts, raw materials and services by USUI from COMPANY" in which each party may disclose the confidential and/or proprietary information to the other and both parties wish to maintain the confidentiality of such information disclosed at all times as hereinafter provided.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

### (Definition)

Article 1. "CONFIDENTIAL INFORMATION" as used herein, includes all material and information received from **USUI**, whether represented in tangible or intangible form, including, without limitation, **USUI's** documents, data, specifications, drawings, trade secrets, know-how, and all of its other material and information, disclosed, described or observed, relating to all development, testing, manufacturing, business and technical information, strategies, and marketing of parts/goods for automobiles, Industrials, constructions and electric refrigerators, etc., Usui products are manufactured by **USUI**.

### (Secrecy Observance)

Article 2.

1) **COMPANY** agrees to maintain CONFIDENTIAL INFORMATION in strict confidence, and not to disclose any CONFIDENTIAL INFORMATION to any third party except to its employees or sub-contractor (s) who have a need to know the CONFIDENTIAL INFORMATION for the purpose of performing obligations ordered by **USUI**.

2) **COMPANY** agrees to use all reasonable precautions to prevent disclosure to third parties of CONFIDENTIAL INFORMATION, and to take appropriate caution with respect to its employees and sub-contractor having access to CONFIDENTIAL INFORMATION to diligently enforce the confidentiality of CONFIDENTIAL INFORMATION, and agrees to be responsible for the actions of such employees and sub-contractor in this respect.

Article 3. **COMPANY** agrees not to reproduce or take pictures of any CONFIDENTIAL INFORMATION for any purpose.

Article 4.



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1) This confidentiality obligation is not applicable to the extent that CONFIDENTIAL INFORMATION:

- (1) has become generally or publicly known at the Effective Date hereof; or
- (2) shall subsequently become generally or publicly known through no act or fault of **COMPANY**; or
- (3) has been received from a third party who is not a party to this Agreement and did not receive CONFIDENTIAL INFORMATION in breach of this Agreement; or
- (4) is known to **COMPANY** at the time of disclosure by **USUI** to **COMPANY**; or
- (5) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body.

2) In the event of a disclosure under (5) in the preceding paragraph, **COMPANY** shall give **USUI** a written notice of such order or requirement as soon as practicable prior to disclosure of CONFIDENTIAL INFORMATION and shall provide reasonable cooperation in opposing such order or requirement if requested by **USUI**.

Article 5. **COMPANY** agrees not to use the CONFIDENTIAL INFORMATION for any purpose other than the purpose as directed by **USUI**.

Article 6. **COMPANY** agrees to return all originals, copies, reproductions and summaries of CONFIDENTIAL INFORMATION or other information on any medium at request of **USUI**.

Article 7. **COMPANY** acknowledges that in case **COMPANY** breaches any provisions of this Agreement, **USUI** shall have the right to claim appropriate compensation against **COMPANY**.

#### **(Miscellaneous)**

Article 8. The obligations contained in this Agreement shall continue indefinitely. This Agreement may only be amended or terminated by an agreement in writing signed both by **USUI** and **COMPANY**.

Article 9. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

Article 10. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that the obligations towards the CONFIDENTIAL INFORMATION of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party.

Article 11 Nothing in this Agreement, is intended to grant any rights under any patent or copyright of either party; nor shall this Agreement grant either party any right in or to the other party's CONFIDENTIAL INFORMATION other than the limited right to review such CONFIDENTIAL INFORMATION in connection with the Relationship. In addition, a person who is not a party to this Agreement shall have no right under any legislation to enforce any term(s) of this Agreement.

Article 12. This Agreement shall be governed by and interpreted in accordance with laws of the State of Michigan, without reference to conflicts of law principles or to the United Nations Convention on International Sale of Goods. The **COMPANY** hereby consents to the jurisdiction of the state and federal courts of Michigan having within their jurisdiction the principal place of business of **USUI** in Plymouth, Michigan with respect to any matter or cause of action arising under or in relating in any way to this Agreement.



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IN WITNESS WHEREOF, both Parties hereto have caused their respective and duly authorized representatives to execute this Agreement in duplicate as of the date first above written.

**USUI:** Usui International Corporation

By:  
(Signature)  
Name:  
Title:  
Date:

**THE COMPANY:** xxxxxxxxxxxx.

By:  
(Signature)  
Name:  
Title:  
Date

**Witness:**

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

**Witness:**

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