

**Confidentiality Agreement for Technical
and Other Proprietary Know-How**

SECRECY AGREEMENT

AGREEMENT made and entered into this ^ day of ^, 19^, by and between ^ABC INC. (hereinafter, for itself and its subsidiary and affiliated corporations, referred to as "**^ABC**") and ^XYZ INC. (hereinafter, for itself and its subsidiary and affiliated corporations, referred to as "**^XYZ**").

WHEREAS: ^XYZ has used and wishes to continue using design, engineering and other services of ^ABC;

^ABC, in the performance of such services has received and wishes to continue receiving information from ^XYZ; and

^ABC and ^XYZ have entered into a Contract dated ^, 19^ (the "**Contract**"); and

WHEREAS, in the performance of such services and under the Contract, ^ABC will, from time-to-time, be provided and be exposed to information, data, documents and materials which are Confidential Information (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and the payments, disclosures, mutual promises and benefits herein or in the Contract referred to or contemplated:

1. As referred to in this Agreement, "Confidential Information" means any information, data, or know-how, whether oral or written, received by ^ABC either from ^XYZ, from any of ^XYZ's employees, agents or representatives, from any subcontractor of ^XYZ, from any supplier of ^XYZ or of a subcontractor of ^XYZ, or as a result of inspections or communications by ^ABC or ^ABC's employees, agents or representatives of any facilities which employ or utilize information, data or know-how, which information, data or know-how is, prior to ^ABC's receipt thereof, neither in the public domain nor generally available (other than as a result of acts by ^ABC or your employees, agents or representatives). All information heretofore furnished to ^ABC by ^XYZ, its subcontractors or suppliers, or furnished to ^ABC by ^XYZ, its subcontractors or suppliers after the date hereof with respect to your services, shall be subject to the terms of this Agreement.

2. ^ABC hereby agrees that any Confidential Information which may be delivered or disclosed to it will be subject to the following terms and conditions:

(a) ^ABC shall use Confidential Information solely for the purpose of rendering services to ^XYZ in connection with the Contract or specific project for which the Confidential Information was furnished or generated.

(b) The Confidential Information shall be disclosed only to such of ^ABC's employees whose duties require the possession thereof and whose knowledge of the information is required for ^ABC to render services to ^XYZ.

(c) ^ABC agrees to take all steps necessary to insure that every employee of ^ABC to whom information is divulged observes the undertakings in this agreement.

(d) ^ABC shall maintain the Confidential Information, and any and all drawings, models and engineering plans resulting from such Confidential Information, secret and confidential and, except as provided above, shall not use, for any purpose whatsoever, for and shall not disclose directly or indirectly to any third party, any of such information except when, after and to the extent consented to in writing by ^XYZ.

(e) Upon request by ^XYZ, ^ABC shall return to ^XYZ any and all documents, records, communication notebooks, similar repositories of or containing Confidential Information, specifications, drawings, models and engineering plans resulting from such Confidential Information, including all copies thereof, whether prepared by you or others.

3. ^ABC hereby confirms that, and acknowledges that ^ABC and ^XYZ have entered into this Agreement on the understanding that the breach hereof by ^ABC will cause ^XYZ irreparable injury not compensable in money damages and ^ABC expressly agrees that, in addition to all other remedies that ^XYZ may be entitled to as a matter of law, ^XYZ shall be entitled to specific performance and any other form of equitable relief to enforce the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

^ABC INC.

By: _____

^XYZ INC.

By: _____