

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement"), by and between **TOLEDO MOLDING & DIE, INC.**, 1429 Coining Drive, Toledo, OH 43612, (hereinafter referred to as "TMD") and _____, having a place of business at _____ (hereinafter referred to as "_____"), individually and collectively referred to as the "party" or "parties".

WHEREAS, the parties wish to explore a business opportunity of mutual interest, including without limitation, the TMD purchase and/or sale of certain tooling and/or dies and/or fixtures and/or parts. In connection with this opportunity, each party ("**Discloser**") may disclose to the other ("**Recipient**") certain confidential technical and business information which Discloser desires Recipient to treat as confidential.

NOW, THEREFORE, in consideration of the foregoing premise and the mutual promises set forth below, the parties hereby agree as follows:

1. "Proprietary Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (i) which is conspicuously marked as "Confidential," "Trade Secret," "Proprietary" or in a similar manner or, if disclosed orally, confirmed in writing as being Proprietary Information within thirty (30) calendar days of the initial disclosure, or (ii) Recipient knows or has a reason to know is Proprietary Information of Discloser. Proprietary Information may include, without limitation, engineering and other designs, architecture, technical data, business plans, finances, research and development, "know-how," or third party proprietary information.
2. Recipient agrees to reproduce and use the Proprietary Information received from Discloser only to the extent necessary for the Purpose. This Agreement does not grant any rights to Recipient under any patent, copyright or other intellectual property right of Discloser, or in the Proprietary Information of Discloser, except as expressly set forth herein.
3. Recipient agrees to hold all Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions Recipient employs to protect its most proprietary information). Recipient shall retain all Proprietary Information in a secure place with access limited to only such of the Recipient's officers, directors, employees and agents who "need to know" such information for the Purpose and who have previously executed a written confidentiality agreement containing restrictions at least as stringent as those set forth herein ("Authorized Representatives"). Recipient agrees (i) not to divulge the existence, source, content or substance of any Proprietary Information or any information derived there from to any third party other than its Authorized Representatives, (ii) not to deliver any Proprietary Information to any third party other than its Authorized Representatives, or permit any Proprietary Information to be removed from Recipient's premises; and (iii) not to reverse engineer any products, technology or tangible objects that utilize such Proprietary Information.

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4. All Proprietary Information, unless otherwise specified in writing, shall remain the property of Discloser. Immediately upon the decision by either party not to enter into the contemplated relationship or transaction, or upon request by Discloser made at any time, Recipient will turn over to Discloser all manifestations of its Proprietary Information, and all documents and media containing such Proprietary Information, and all copies or extracts thereof.
5. Proprietary Information does not include information which Recipient can document:
 - i) is or becomes publicly known and made generally available in the public domain through no improper action or inaction of Recipient;
 - ii) prior to disclosure hereunder is within the legitimate possession of Recipient without restriction on use or disclosure, as shown by Recipient's files and records prior to the time of disclosure;
 - iii) subsequent to disclosure hereunder is lawfully received by Recipient from a third party without any restriction against its further use or disclosure; or
 - iv) is independently developed by Recipient.
6. Notwithstanding anything to the contrary herein, Recipient may disclose Discloser's Proprietary Information pursuant to an order of a court or government agency provided that (a) Recipient provides prior written notice to Discloser of such obligation, (b) Discloser has an opportunity to oppose such disclosure, (c) Recipient uses diligent efforts to limit the disclosure and obtain confidential treatment or a protective order, and (d) Recipient provides Discloser with such other cooperation that is reasonably requested.
7. Recipient agrees and will direct its Authorized Representatives not to disclose to any person, without Discloser's prior written consent, the fact that (i) the Proprietary Information is being made available to Recipient or, (ii) any facts respecting the Purpose for which the Proprietary Information is being provided.
8. Recipient acknowledges that any unauthorized disclosure or use of Proprietary Information will constitute a material breach of this Agreement and cause substantial harm to Discloser for which damages would not be a fully adequate remedy. In the event of any such breach, in addition to other available remedies, Discloser shall have the right to obtain injunctive relief (without being required to post any bond or other security).
9. ALL PROPRIETARY INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTY WHATSOEVER, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, AS TO ACCURACY OR COMPLETENESS OF ITS PROPRIETARY INFORMATION.
10. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

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11. Recipient shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of any U.S. or foreign agency or authority. Recipient will not, directly or indirectly, export, re-export, transmit, or divert, or allow the export, re-export, transmission or diversion, of any Proprietary Information it obtains or learns pursuant to this Agreement in violation of any such law, restriction or regulation.
12. This Agreement will be governed by the laws of the State of Ohio without regard to the conflicts of law provisions thereof. The prevailing party in any such action shall be entitled to its costs and fees (including attorney fees, expert witnesses fees and court costs) incurred in connection with any such action.
13. The obligations of the Recipient set forth herein shall continue for a period of ten years from the date of disclosure of the Proprietary Information, or two years following end of production, whichever is longer. The remainder of the terms of this Agreement shall survive in perpetuity.
14. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes, and is in lieu of, all prior and collateral communications written or otherwise, between the parties.
15. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall remain unimpaired and in full force and effect. Any notices under this Agreement shall be in writing and shall be hand delivered or sent by registered mail, postage prepaid, return receipt requested to the addresses specified in this Agreement or such other address as either party may in the future specify to the other party. Notices shall be deemed to be effective upon delivery or, if by mail, three (3) calendar days after deposit in the U.S. mail. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.
16. Each individual executing this Agreement on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

In witness whereof, the parties have executed this Agreement as of the day(s) and year set forth below.

TOLEDO MOLDING & DIE, INC.



By: _____
signature

By: _____
signature

Title: _____

Title: _____

Date: _____

Date: _____