



Non-Disclosure Agreement

This Agreement is between _____ and Sabritec.

Whereas, Sabritec may be required to provide proprietary and/or confidential information relating to preliminary assembly information related to the service provided.

Whereas, Sabritec desires a procedure whereby such Information will be protected from unauthorized use and disclosure;

Now, therefore, Sabritec and _____ agree as follows:

1. **Points of Contact:** Points of contact with respect to the transmission and control of Information exchanged hereunder are designated by the respective parties as follows:

Supplier Name:

Address1:

Address2:

City:

Postal code :

Country:

Contact Name:

Contact Email:

Sabritec
17550 Gillette Ave.
Irvine, CA 92614
Tel: (949) 250-1244 ex: 258
Fax: (949) 223-5174

PURCHASING DEPARTMENT



Non-Disclosure Agreement

2. **Confidentiality:** _____ agrees to hold Proprietary/Confidential Information received from Sabritec in confidence for a period of seven (7) years. Sabritec shall identify such written Information, Including Engineering drawings by marking it as "Proprietary/Confidential Information". All oral disclosures of Information will be identified as such at the time of disclosure and followed up with written confirmation. _____ shall make every effort to prevent and avoid unauthorized disclosure, reproduction, and access of Sabritec Information.

_____ shall not be liable for disclosure or use of such Information that:

- i) Is or becomes available to the public; or
- ii) Was known to the party receiving such proprietary Information as evidenced by documentary evidence predating the time of disclosure; or
- iii) Is received from a third party having the right to pass it to the receiving party; or
- iv) Is independently developed by employees or consultants who never received such Information from the other party.

_____ agrees that upon written request of Sabritec, _____ shall promptly return to Sabritec all written documents and all copies thereof containing Information furnished hereunder by Sabritec.

- 3. **Public Announcements:** It is agreed that this Agreement and design and testing results will not be announced or published without the written consent of Sabritec.
- 4. This agreement shall be interpreted under the substantive law of the United States and the State of California.

Sabritec and _____ have had this Agreement signed below by an authorized officer to evidence their agreement to these terms.

Sabritec Purchasing Department

Date

Supplier Authorized Officer

Date