

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made effective this (“Date”) by and between **Surface Mount Technology Corporation** (“SMT”) and XYZ (“Company”), to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available by SMT to Company and by Company to SMT in connection with certain discussions regarding business opportunities of mutual interest.

In reliance upon and in consideration of the following, the parties agree:

1. Subject to the limitations set forth below, all information disclosed to Company or SMT shall be deemed to be “proprietary information.” In particular, Proprietary Information shall be deemed to include information in whatever form, relating to products, processes, know-how, designs, drawings, clinical data, test data, formulas, methods, samples, developmental or experimental work, improvements, discoveries, plans for research, new products, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and information regarding the skills and compensation of employees of SMT or company.

The term “Proprietary Information” shall not be deemed to include

information which: (a) is known by the Company or SMT at the time of receiving such information, as evidenced by its records; (b) is furnished to the Company or SMT by a third party, as a matter of right and without restriction on disclosure; (c) is independently developed by Company or SMT without any breach of this agreement; (d) is, or becomes, publicly available without breach of this Agreement, or (e) is the subject of a written permission to disclose provided by SMT or Company.

2. Company and SMT shall maintain all Proprietary Information in trust and confidence and shall not disclose any Proprietary Information to any third party not authorized by Company and SMT, or use any Proprietary Information for any purpose not authorized by Company and SMT. Company and SMT may use such Proprietary Information only to the extent required to accomplish the purposes of this Agreement as set forth above. Company and SMT will use the same care and discretion to avoid disclosure, publication or dissemination of Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate.

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No rights or licenses to trademarks, inventions, copyrights, patents or other intellectual property are implied or granted under this Agreement. Proprietary Information shall not be reproduced in any form except as required to accomplish the

intent of this Agreement.

3. Company and SMT shall advise their employees who might have access to Proprietary Information of the confidential nature thereof and agree that its employees, agents, affiliates, officers, directors, subsidiaries and related entities shall be bound by the terms of this Agreement. No Proprietary Information shall be disclosed to any employee or other party who does not have a need for such information. Company and SMT shall not disclose any Proprietary Information to any third party without the other's express written consent.

4. All Proprietary Information (including all copies thereof) shall remain the property of SMT or Company and shall be returned to SMT or Company after the receiving party's need for it has expired, or upon request of the disclosing party, and in any event, upon completion or termination of this Agreement.

5. This Agreement shall continue in full force and effect for so long as either party continues to have Proprietary Information. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. The termination of this Agreement shall not relieve either party of the obligations imposed by Paragraphs 2, 3, and 8 of this Agreement with respect to Proprietary Information disclosed prior to the effective date of such termination and the provisions of those Paragraphs shall survive the termination of this Agreement for a period of five (5) years from the date of such termination.

6. This Agreement shall be governed by the laws of the State of Wisconsin excluding its conflicts of laws principles.

7. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

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8. Company and SMT hereby acknowledge and agree that in the event of any breach of this Agreement by the other party, including, without limitation, the actual or threatened disclosure or unauthorized use of Proprietary Information without the prior express written consent of the disclosing party, the disclosing party will suffer an irreparable injury, such that there is no remedy at law that will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each party hereby agrees that the other party shall be entitled to specific performance of all obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction, including shall temporary, preliminary and/or permanent injunctive relief against the threatened breach of this Agreement or the continuation of any breach without the necessity of proving damage.

9. Company and SMT will comply with all applicable United States and foreign export laws and regulations.

10. Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

11. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will **continue in full force and effect**.

12. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing.

Such notice shall be deemed given upon receipt by personal delivery, certified or registered mail, or any commercially reasonable overnight delivery service.

SMT
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AGREED TO: SMT

Surface Mount Technology Corporation

Address: 5660 Technology Circle

Appleton, WI 54914

By: _____

Name: _____

AGREED TO:

Address: _____

By: _____

Name: _____