

## RECIPROCAL NON-DISCLOSURE AGREEMENT

This Reciprocal Non-Disclosure Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Curtiss-Wright Electro-Mechanical Corporation, having a principal place of business at 1000 Wright Way, Cheswick, Pennsylvania 15024, on behalf of itself, its parent companies, its affiliated companies and its subsidiary companies (collectively, "Curtiss-Wright"), and \_\_\_\_\_, having a principal place of business at \_\_\_\_\_("Company").

### RECITAL

Curtiss-Wright and Company desire to exchange certain confidential information for the purpose of internal review in relation to a business relationship between the parties ("the Purpose"). Therefore, in consideration of the following covenants and agreements, and intending to be legally bound hereby, Curtiss-Wright and Company hereby agree as follows:

### AGREEMENT

#### 1. DEFINITION

"Confidential Information" means confidential, non-public or other proprietary information including, without limitation, trade secrets, technical information, including algorithms, code, data, designs, documentation, drawings, formulae, hardware, know-how, ideas, inventions, whether patentable or not, photographs, plans, procedures, processes, reports, research, samples, sketches, software, specifications, operations, plans, products, financial information, including pricing and other confidential information, which is physically marked with the legend "Confidential" or other similar marking that is disclosed by one party ("the Disclosing Party") to the other party ("the Receiving Party") under the terms of this Agreement. Information disclosed orally or visually shall be considered to be Confidential Information provided such Confidential Information is identified as such by the Disclosing Party prior to disclosure, reduced to written summary form, and is physically marked with the legend "Confidential" or other similar marking by the Disclosing Party, and transmitted to the Receiving Party within thirty (30) days after such oral or visual disclosure. During this thirty (30) day period, such oral or visual information so disclosed shall be provided the same protection as provided Confidential Information. No information shall be subject to limited use or non-disclosure unless physically identified or marked as provided for herein.

#### 2. INFORMATION NOT CONSIDERED CONFIDENTIAL

Confidential Information does not include information which: (i) is or becomes a part of the public domain without any action by, or involvement of, the Receiving Party; (ii) is received by the Receiving Party from a third party without a duty of confidentiality owed

to the Disclosing Party; (iii) is independently developed by Receiving Party without use of or without reference to the Confidential Information as supported by the Receiving Party's written records; (iv) is already known or in the possession of the Receiving Party and the Receiving Party can demonstrate with written proof that the information was known or in the possession of the Receiving Party prior to the disclosure of the Confidential Information by the Disclosing Party; or (v) is released by the Disclosing Party to a third party without restriction.

### **3. MARKING OF CONFIDENTIAL INFORMATION**

Any Confidential Information exchanged by the parties and entitled to protection hereunder shall be identified or marked as such by an appropriate stamp or marking on each document exchanged designating the information as confidential or proprietary.

### **4. PROTECTION OF CONFIDENTIAL INFORMATION**

The obligation of confidentiality and non-disclosure with respect to Confidential Information shall expire five (5) years from the expiration date of this Agreement ("the Confidential Period").

### **5. ALLOWABLE USES, DISCLAIMER**

During the Confidential Period, the Receiving Party shall only use the Disclosing Party's Confidential Information for the Purpose. NEITHER PARTY MAKES ANY WARRANTIES REGARDING ITS CONFIDENTIAL INFORMATION AND THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ITS CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT.

### **6. IMPERMISSIBLE USES, NO RIGHTS GRANTED**

A. The Receiving Party shall not, without the prior written authorization of the Disclosing Party: (i) disclose the Disclosing Party's Confidential Information during the Confidential Period; or (ii) use the Disclosing Party's Confidential Information to manufacture or enable manufacture by itself or third parties of the Disclosing Party's products, products similar thereto, or products derived therefrom.

B. The Receiving Party may not use the Disclosing Party's Confidential Information to reproduce, redesign, reverse engineer or manufacture any products or equipment of the Disclosing Party without the Disclosing Party's prior written authorization. The Receiving Party may not use the Disclosing Party's Confidential Information to perform any services relating to the products or equipment of the Disclosing Party without the Disclosing Party's prior written authorization.

C. The Disclosing Party retains all right, title and interest in and to its Confidential Information and, except as provided herein, no license or other right, express or implied is hereby transferred to the Receiving Party, including any license by implication, estoppel or otherwise, under any copyrights, mask works, trademarks, trade secrets, patents or other proprietary rights now held by, or which may be obtained by, or which is or may be licensable by the Disclosing Party.

## **7. PERMITTED DISCLOSURES**

A. The Receiving Party shall make the Disclosing Party's Confidential Information available only to its employees, contract employees, and other parties for the Purpose of this Agreement within the Receiving Party's facility and having a "need to know" with respect to the Purpose of this Agreement. In connection therewith, the Receiving Party shall advise each such employee, contract employee, or other party of its obligations under this Agreement.

B. If authorized in writing by the Disclosing Party, the Receiving Party may disclose Confidential Information of the Disclosing Party to a third party; provided that, the Receiving Party requires the third party to enter into a non-disclosure agreement with similar terms and conditions to this Agreement and such agreement is provided to the Disclosing Party within fifteen (15) days after the date on which it was executed.

## **8. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

Upon written request of the Disclosing Party, the Disclosing Party's Confidential Information and all copies thereof shall, upon the expiration or termination of this Agreement, be returned to the Disclosing Party, or be destroyed and a written certificate of destruction shall be provided to the Disclosing Party.

## **9. LEGAL ACTIONS AND GOVERNMENT REGULATIONS**

Should the Receiving Party be faced with legal action or a requirement under U.S. or foreign government regulations to disclose the Disclosing Party's Confidential Information received hereunder, the Receiving Party shall notify the Disclosing Party, and upon the request of the Disclosing Party, the Receiving Party shall cooperate in contesting such disclosure. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in any way for any disclosures made pursuant to judicial action or U.S. or foreign government regulations.

In addition, the Receiving Party shall not be liable in any way for any inadvertent disclosure or use where the customary degree of care has been exercised by the Receiving Party as it normally uses to protect its own confidential information; provided that, upon discovery of such inadvertent disclosure or use, the Receiving Party shall notify the Disclosing Party immediately, and shall endeavor to prevent any further inadvertent disclosure or use.

## **10. RELATIONSHIP BETWEEN THE PARTIES**

A. This Agreement does not create a teaming agreement, joint venture, partnership or other such arrangement; rather, the parties expressly agree that this Agreement is solely for the purpose of disclosing and protecting the Disclosing Party's Confidential Information.

B. The Disclosing Party does not promise to provide the Receiving Party with Confidential Information. The decision to provide any Confidential Information is within the sole discretion of the Disclosing Party.

C. Each party shall bear its own costs and expenses incurred under or in connection with this Agreement.

## **11. EXCLUSIVE CONTACTS**

The following persons will, on behalf of the respective parties, be the sole individuals authorized to receive and/or transmit written Confidential Information:

Curtiss-Wright: \_\_\_\_\_

Company: \_\_\_\_\_

Either party may change the exclusive contact by written notice.

## **12. TERM OF AGREEMENT**

This Agreement shall be effective as of the date first written above ("the Effective Date") and shall expire one (1) year after the Effective Date except that the Agreement may be terminated earlier by thirty (30) days prior written notification by one party to the other party or extended by the mutual written agreement of the parties. The provisions of Articles 4, 5, 6, 7, 8 and 13 shall survive such expiration or termination.

## **13. DISPUTE RESOLUTION**

A. Before the parties resort to litigation to resolve any dispute, the parties agree to schedule a mandatory meeting at a mutually agreeable location, which meeting will be attended by at least one senior manager from each party. At that meeting, each side will present its dispute and the senior managers will enter into good faith negotiations in an attempt to resolve the dispute.

B. In the event the dispute is not resolved, the parties retain all applicable remedies available in law or equity.

C. This Agreement shall be governed by and interpreted in accordance with the laws of Pennsylvania, with the exception of its conflict of laws provision.

D. Notwithstanding any other rights of either party, either party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of Confidential Information.

#### **14. EXPORT OF CONFIDENTIAL INFORMATION**

The Receiving Party represents and warrants that any technical data furnished by the Disclosing Party was exported from the United States under an export license or other authorization issued by the U.S. Government and may not be reexported by you to any destination outside of the country in which it is received from Curtiss-Wright Electro-Mechanical Corporation without the prior written approval of Curtiss-Wright Electro-Mechanical Corporation and authorization from the U.S. Government. The term "export" includes revealing such technical data to third country nationals (i.e., persons who are not citizens of the country in which the technical data is received from Curtiss-Wright Electro-Mechanical Corporation. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from the failure of the Receiving Party to comply with this clause or the International Traffic in Arms regulations, US Department of Energy Regulations, and the Export Administration Act and applicable regulations.

#### **15. MISCELLANEOUS**

A. Except as to a sale or transfer of the business to which this Agreement relates, the rights of the parties under this Agreement may not be assigned or transferred to any person, firm or corporation without the express prior written consent of the other party, which consent will not be unreasonably withheld.

B. This Agreement may be signed in one or more counterparts (including electronic and/or faxed copies), each of which shall be deemed one and the same original.

C. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this Agreement may not be superseded by any specific legends or statements associated with any Confidential Information, and may not be amended except by a written document signed by duly authorized representatives of each of the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**[Company]**

**Curtiss-Wright  
Electro-Mechanical Corporation**

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_