



CONFIDENTIALITY AGREEMENT

1. PARTICIPANTS

- A. This Agreement is made upon the latest date of signing by and between the undersigned ("Organization") and SilcoTek Corporation, having a place of business at 225 PennTech Drive, Bellefonte, PA 16823 ("SilcoTek"), collectively referred to as Parties or individually as a Party.
- B. Under the terms of this Agreement, Proprietary and Confidential Information may be disclosed by either Party.
- C. This Agreement also applies to representatives and affiliates as authorized in writing by both Parties.

2. SCOPE OF THE DISCLOSURE

Proprietary and Confidential Information to be disclosed under this Agreement generally relates to chemical vapor deposition coatings, business plans, processes, systems, fixtures, and related communications between Parties.

3. MATERIAL TO BE PROTECTED

- A. All Proprietary and Confidential Information disclosed under this Agreement:
 - (1) In tangible form, shall be clearly identified at the time of disclosure as being Proprietary and Confidential Information by an appropriate and conspicuous marking.
 - (2) In intangible form, shall be identified as being Proprietary and Confidential Information at the time of disclosure, and shall be confirmed as such in writing to the other Party within sixty (60) days after such disclosure.
- B. Information viewed during any tour of SilcoTek's production area shall be treated as Proprietary and Confidential Information and, in many circumstances, Trade Secrets.
- C. The Parties agree that neither Party will provide the original or any copies of this Agreement to any third party.

4. DUTY TO PROTECT

Parties shall protect Proprietary and Confidential Information from unauthorized use or unauthorized or accidental disclosure by the exercise of at least the same degree of care as it employs to protect its own Proprietary and Confidential Information of a like nature, but not less than reasonable care. Proprietary and Confidential Information may not be disclosed to any third party without the express written consent of the other Party.

5. USE

Proprietary and Confidential Information disclosed under this Agreement, pursuant to disclosure requirements, shall be used solely for purposes of evaluating business opportunities between the Parties and operating in a business relationship. No additional use of Proprietary and Confidential Information is permissible.

6. TERM

- A. This Agreement shall be effective as of the latest date of signing by and between the Parties or, if a specified date is identified here _____, as of the specified date.
- B. The Parties shall protect Proprietary and Confidential Information qualified as a Trade Secret under Pennsylvania's adoption of the Uniform Trade Secrets Act for the longest period permissible by law, or, if not qualified as a Trade Secret, for a period of ten (10) years from the date of receipt.
- C. This Agreement may be terminated by either Party by giving sixty (60) days prior notice in writing to the other Party. Termination shall not, however, affect the rights and obligations arising under this Agreement with respect to Proprietary and Confidential Information disclosed hereunder.

7. EXCLUDED INFORMATION

Information shall not be considered to be Proprietary and Confidential Information and the Party shall not be liable for the use and disclosure thereof, if such information:

- A. As shown by written records, was known or available to the Party prior to receipt, or
- B. Becomes known or available to the Party from other sources without restriction as to disclosure or use of the kind provided for by this Agreement, other than as a consequence or breach of obligations under this Agreement, or
- C. As shown by written records, is independently developed by the Party, or
- D. Is or becomes part of the general public knowledge or literature, other than as a consequence or breach of obligations under this Agreement, or

- E. Is provided by a Party to a third party, except for the Government of the U.S., without restriction as to disclosure or use of the kind provided for by this Agreement, or
- F. Is disclosed pursuant to judicial action and no suitable protective order, or equivalent, is available.

8. RIGHT TO MAKE DISCLOSURE

Each Party represents and warrants that it has the right to disclose the Proprietary and Confidential Information which it discloses under this Agreement.

9. RIGHTS AND OBLIGATIONS

The rights and obligations of the Parties with respect to Proprietary and Confidential Information shall be defined exclusively by the terms of this Agreement.

10. NO LICENSE

Neither the execution of this Agreement, nor the disclosure of any Proprietary and Confidential Information hereunder, shall be construed as granting either a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, such Proprietary and Confidential Information or in any invention, patent, patent application or copyright now or hereafter owned or controlled by the either of the Parties. Furthermore, no transfer of intellectual property of any type shall be valid unless in writing and signed by authorized representatives of each Party.

11. AMENDMENT

This Agreement may not be changed, modified, released, discharged, abandoned, or assigned (in whole or in part) except by an instrument in writing signed by an authorized representative of each Party hereto, with the understanding that all coating services provided by SilcoTek shall be governed by SilcoTek Terms and Conditions at <https://www.silcotek.com/ordering/coating-terms-conditions>.

12. CONTROLLING LAW

This Agreement shall be construed, interpreted, and applied in accordance with the laws of the Commonwealth of Pennsylvania, USA.

13. MERGER AND SEVERABILITY

This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes and cancels any all previous or collateral agreements, negotiations, commitments, representations or understandings between the Parties with respect to this Agreement and the subject matter hereof, with the understanding that Recipient is not relieved of any duty and, in fact, has the duty to comply with all, for example, relating to the United States Foreign Corrupt Practice Act, the United Kingdom Bribery Act, and other laws and guidelines that Parties interacting with SilcoTek must comply with due to legal, contractual, or industry standards. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

In witness thereof, and intending to be legally bound, the Parties hereto have caused this agreement to be executed by their duly authorized representatives.

Organization: _____ SilcoTek Corporation _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____