

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 201\_, by and between Techtronic Industries North America, Inc., located at 1428 Pearman Dairy Road, Anderson, SC 29625 (“TTINA”) and \_\_\_\_\_, located at \_\_\_\_\_ (“Inventor”).

TTINA and Inventor are interested in discussing a possible business relationship. During such discussions, each party may disclose to the other party certain information which is confidential and proprietary to the disclosing party. In order to protect such information, the parties agree as set forth below.

1. Inventor and TTINA and/or TTINA’s parent companies, affiliates, and subsidiaries (collectively, “Company”) may disclose information to each other that is proprietary and confidential to the disclosing party (“Confidential Information”). Such Confidential Information includes, whether disclosed in writing, orally, or in the form of a tangible product, the disclosing party’s product development, marketing plans and capabilities, methods of operation, business strategies, financial results, analyses, studies, customer and vendor information, marketing strategies, and ideas and conceptions of potentially patentable subject matter, including, without limitation, any patent disclosures, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications, patents, trademarks, copyrights, software, trade secrets, and technical or business information (including ideas, formulas, compositions, artwork, designs, inventions, and conceptions of inventions whether patentable or un-patentable and whether or not reduced to practice). In addition, Confidential Information includes any other information disclosed by the disclosing party which (i) if disclosed in writing, is marked by the disclosing party as “confidential” or “proprietary” at the time of disclosure; (ii) if disclosed orally, is identified by the disclosing party as confidential at the time of disclosure and is confirmed in writing as confidential within 30 days of disclosure and (iii) if disclosed in the form of a tangible product, is accompanied by a written statement from the disclosing party that the product is confidential.

2. The receiving party agrees to maintain the confidentiality of the disclosing party’s Confidential Information and shall not use such Confidential Information except pursuant to business discussions and transactions with the disclosing party. The receiving party shall take security precautions at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable security precautions, to keep the disclosing party’s information confidential. The receiving party agrees not to reverse engineer, decompile or disassemble any tangible products identified as confidential by the disclosing party. The receiving party may disclose the disclosing party’s Confidential Information only to the receiving party’s officers, directors, employees, attorneys and affiliated companies on a need-to-know basis (“Authorized Recipients”). Such Authorized Recipients must be under written obligations of confidentiality similar to those set forth herein prior to such disclosure. The receiving party shall be responsible for any breach of the confidentiality obligations set forth in this Agreement by its Authorized Recipients.

3. The obligations of confidentiality and non-use set forth herein do not apply to information (i) that was known to the receiving party prior to receipt of the information from the disclosing party; (ii) that is or subsequently becomes publicly available without breach of this Agreement by the receiving party; (iii) that is received in good faith from a party other than the disclosing party; (iv) that is independently developed by the receiving party without use of the disclosing party’s Confidential Information. In addition, the obligations of confidentiality and non-use do not extend to information which must be disclosed pursuant to judicial, regulatory or governmental order. In such event, the receiving party shall notify the disclosing party as soon as practically possible to allow the disclosing party to seek a protective order.

4. The receiving party shall, at the disclosing party's request, return all originals and copies of any Confidential Information to the disclosing party. In the event a receiving party creates any summaries or analyses of the Confidential Information that contain confidential information of the receiving party, the receiving party may either redact its confidential information prior to returning the documents to the disclosing party or certify to the disclosing party that all such documents have been destroyed.

5. Each party agrees that the other party's Confidential Information is provided "as is" without warranty of any kind, and the disclosing party shall not be liable for any damages whatsoever arising from or relating to the receiving party's use of such information.

6. Neither party acquires any intellectual property or other rights in the other party's Confidential Information except the right to use as set forth in section 2. Nothing herein requires either party to enter into any other agreement with the other party, and both parties agree that any further business transactions will be subject to one or more separate written agreements.

7. Each party's obligations of confidentiality and non-use expire three years from the date of this Agreement, or the date the Confidential Information is disclosed, as marked on any written document, whichever is later.

8. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of the other party's Confidential Information and that the disclosing party is entitled, without waiving any other rights or remedies it may have, to injunctive or other equitable relief to enforce the provisions of this Agreement.

9. Neither party may assign this Agreement without the express written consent of the other party. This Agreement is binding upon and will inure to the benefit of each party's respective successors and lawful assigns. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court is empowered and requested to reform the provision to the extent necessary for the provision to be valid and enforceable to the maximum extent permitted by law. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a separate written agreement signed by both parties. No waiver of any provisions in this Agreement is effective unless such waiver is in writing. Any such waiver will not constitute a waiver of any other provision. This Agreement is to be construed in accordance with the laws of the state of South Carolina, except for its conflict of laws provisions. This Agreement is being executed in duplicate, each of which shall be deemed an original. This Agreement may be executed by facsimile or email.

The parties have executed this Agreement as of the date first written above.

Techtronic Industries North America, Inc.

Inventor

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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