

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”), made effective as of _____, 20__ (the “**Effective Date**”), is by and between JR Automation Technologies, LLC, a Michigan limited liability company located at 13365 Tyler Street, Holland, Michigan 49424, including its wholly owned Subsidiaries (“**JR Automation**”), and _____ organized under the laws of the state of _____, with business offices at _____ (“**Company**”). Each of JR Automation and Company may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

1 Definitions. In addition to defined terms set out elsewhere in this Agreement:

(a) “**Confidential Information**” means all trade secrets and non-public technical and non-technical information, written or oral and whether or not it is marked as such, that a Party provides or otherwise makes available directly or indirectly (as “**Discloser**”) to the other Party (as “**Recipient**”), including without limitation, technical, engineering, marketing or financial information related to the business, operations, products and/or services of Discloser its Subsidiaries, Affiliates, and their respective partners, customers and suppliers including, without limitation, product designs or roadmaps, inventions, research, patents, applications, technology, know-how, software, including without limitation, its code, computer programs and the respective documentation, pricing, projections, forecasts, customer lists, security and compliance documentation and all information that would, under the circumstances and given the nature of the information, appear to a reasonable person to be confidential or proprietary, but excluding any information covered by Section 3 of this Agreement.

(b) “**Affiliate**” means any business entity controlled by, controlling, or under common control with, a Party, where “control” means owning or controlling the majority (more than 50%) of the voting rights, either directly or indirectly, or, if no voting stock exists, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity.

(c) “**Subsidiary**” means any business entity wholly owned by a Party.

2 Disclosure and Use of Confidential Information.

(a) Recipient will: (i) hold the Confidential Information in strict confidence and not disclose any of it to a third party, except as expressly permitted to do so under this Agreement or by Discloser’s written approval; and (ii) use the Confidential Information in accordance with this Agreement solely for the Purpose of evaluating or pursuing a business relationship with Discloser (the “**Purpose**”).

(b) Recipient will only disclose or otherwise provide access to the Confidential Information to those Recipient Representatives (as defined below) who have a genuine need to know the Confidential Information in furtherance of the Purpose, provided that any such Recipient Representatives have signed a confidentiality agreement with, or otherwise bound by confidentiality obligations to, Recipient on terms that are at least as restrictive as those contained in this Agreement. Recipient will be responsible for any breach of this Agreement caused by its Recipient Representatives. “**Recipient Representatives**” means officers, directors, professionals, employees, contractors, agents and consultants of Recipient and its Affiliates.

(c) Recipient must not copy any Confidential Information in any form except as required in furtherance of the Purpose. If Recipient makes a copy of such Confidential Information it will be the property of the Discloser. Recipient must not remove or delete any of the confidential or proprietary notices or legends that appear on the original(s) without the prior written consent of Discloser. The Recipient must not transmit any of the Confidential Information over the Internet using an insecure connection.

3 Exclusions.

The definition of “Confidential Information” does not include, and the obligations under Section 2 will not apply to, any information that can be shown by Recipient to: (i) be in the public domain at the time of communication by Discloser to Recipient (“**Disclosure**”); (ii) have entered the public domain after the time of Disclosure through no fault of Recipient; (iii) be in Recipient’s possession free of any confidentiality obligations at the time of Disclosure; (iv) have been rightfully communicated to the Recipient free of any confidentiality obligations after the time of Disclosure; (v) have been developed by Recipient or its Affiliate independently of, and without reference to, such Confidential Information; or (vi) communicated by the Discloser to an unaffiliated third party free of any confidentiality obligations. Notwithstanding the foregoing, Recipient will not be in breach of Section 2 for a disclosure of Confidential Information that is required by applicable law, rule or regulation or is in response to a valid order by a court or other governmental body, provided Recipient gives the Discloser prior written notice of the Disclosure, unless Recipient is otherwise prohibited from giving such notice.

4 Term and Termination.

(a) This Agreement may be terminated by either Party at any time by giving the other Party sixty (60) days prior written notice. Recipient’s obligations under this Agreement will be binding on the Recipient and continue in full force and effect for five (5) years from the date of the Recipient’s final involvement in the Project and/or the Recipient’s final contact with the Discloser, but those obligations will be perpetual for trade secrets.

(b) During the term of this Agreement or after its Termination, at Discloser’s written request, Recipient will promptly return to Discloser, or certify as to the deletion/destruction of, all documents and other tangible materials representing the Confidential Information and all related copies; provided that Recipient may retain copies of the Confidential Information: (i) as required by any applicable law, rule or regulation; (ii) as automatically generated by Recipient’s archival, back-up or disaster recovery systems; and (iii) pursuant to any *bona fide* document retention policies maintained by Recipient. All retained copies remain subject to the confidentiality obligations of Recipient under this Agreement.

(c) Any clause of this Agreement, which by its nature should survive Termination, will so survive, and Recipient’s obligations or restrictions under this Agreement will survive any Termination in accordance with Section 4(a). For the avoidance of doubt, Sections 5, 6, and 7 of this Agreement will survive Termination.

5 Grant of Rights, Development and Purchase Obligations.

(a) Nothing in this Agreement will be construed to: (i) grant to Recipient any rights to any Confidential Information, by license or otherwise, nor to any invention or any patent, copyright, trademark, or other intellectual property right of Discloser, except for the limited right of use for the Purpose, subject to the terms of this Agreement; (ii) require a Party to purchase or otherwise acquire any product or service from the other Party; (iii) require a Party to develop or offer any product or service using or incorporating the Confidential Information of the other Party; or (iv) preclude a Party from developing, commercially exploiting or discontinuing any product or service that is developed without reference to the other Party's Confidential Information.

(b) Each Party agrees that the software programs of the other Party contain valuable information, including proprietary and Confidential Information of the other Party and it will not modify, reverse engineer, decompile, create other works from, or disassemble any such software programs without the other Party's prior written consent, which consent may be withheld for any reason or no reason. In addition, neither Party shall reverse engineer, decompile or disassemble any Confidential Information disclosed under this Agreement.

(c) Confidential Information disclosed under this Agreement is provided "AS IS" and Discloser disclaims all representations and warranties, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, satisfactory quality and non-infringement with respect thereto.

6 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of Michigan without reference to conflict of laws principles. Any disputes under this Agreement will be brought in the state courts or federal courts located in Ottawa County, Michigan, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

7 General.

(a) If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and the relevant provision will be changed and interpreted so as to best accomplish its objectives, within the limits of applicable law or applicable court decisions.

(b) All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), or via email communication and will be deemed given upon delivery or receipt. Notices shall be sent to the respective addresses of the Parties set forth in the preamble to this Agreement or such other address as either Party may later specify in writing in accordance with these notice requirements. Notices will be addressed "Attn: Legal."

(c) Neither Party will export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

(d) Each Party acknowledges that its breach of this Agreement may cause irreparable harm to the other Party for which the remedy at law would be inadequate and agrees that the other Party will be entitled to seek injunctive relief under this Agreement for such breach without posting bond or other security, and such further relief as may be granted in any court of competent jurisdiction.

(e) This Agreement: (i) may only be amended by a written document signed by both Parties; (ii) embodies the entire understanding of the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing, with respect thereto; (iii) may not be assigned, and Party's obligations hereunder may not be delegated, by either Party without the prior written consent of the other Party; and (iv) will be binding on the Parties and their respective successors and permitted assigns.

In Witness Whereof, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date hereof.

JR Automation Technologies, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____