



K&L Microwave
2250 Northwood Drive
Salisbury, Maryland 21801
Phone: 410-749-2424
Fax: 443-260-2268

CONFIDENTIALITY Agreement

This Agreement by and between _____, having a place of business at _____ (hereafter referred to as “_____”), and K&L Microwave, Inc. having its place of business at 2250 Northwood Dr, Salisbury, MD 21801 (hereinafter referred to as "K&L Microwave"), either or both of which may also be hereinafter referred to as the “Party” or “Parties”, respectively.

WHEREAS, for the purpose of discussing and evaluating potential business opportunities between the Parties regarding _____ into K&L Microwave’s filter products, either Party may find it beneficial to disclose to the other, certain information that the disclosing Party considers to be proprietary or confidential, or both, and which the disclosing Party desires to keep confidential (hereinafter “Confidential and Proprietary Information”).

WHEREAS, K&L Microwave represent that they possess or may in the future possess certain information or data which they consider Confidential and Proprietary, including but not limited to, product strategies, business opportunities, technical information, financial information, customers relating to its filter products and related technology thereto.

WHEREAS, _____ represent that they possess or may in the future possess certain information or data which they consider Confidential and Proprietary, including but not limited to product strategies, business opportunities, technical information, financial information, customers relating to Its _____ and related technology thereto

NOW, THEREFORE, the Parties agree as follows:

- I. both Parties agree to disclose Confidential and Proprietary Information to the other Party upon the following conditions which are hereby accepted by both Parties
 - (1) used for the purpose authorized herein; and
 - (2) that the disclosure of Confidential and Proprietary Information will be received and held in confidence by both Parties, making it available only to its employees and affiliated company(s) who are bound by and have been made aware of the restrictions contained herein concerning the use of such Proprietary Information and who have a “need to know” in order to carry out their respective functions in connection with purpose authorized herein; will only be disclose to outside third parties after receiving consent from the disclosing party and who are bound by and made aware of the restrictions contained herein concerning the use of such Proprietary Information and have a” need to know”; and

- (3) that both Parties will take such steps as may be reasonably necessary to prevent the disclosure of Confidential and Proprietary Information to others; and
- (4) that both Parties will not commercially utilize Confidential and Proprietary Information without first having obtained the written consent of the other Party to such utilization; and
- (5) be responsible for ensuring that any complete or partial reproduction of Proprietary Information bears the original restrictive legends; and
- (6) control access to such Proprietary Information under and in accordance with the applicable U.S. export and security laws and regulations and shall indemnify, defend and hold the furnishing Party harmless from violations caused by the receiving Party

II. both Parties will receive disclosure of Confidential and Proprietary Information upon the following conditions which are hereby accepted by both Parties;

- (1) The commitments set forth in I above shall not extend to any portion of Confidential and Proprietary Information:
 - (a) which either Party can show through documentary evidence was known by It prior to its disclosure by the other Party hereunder, or is generally available to the public; or
 - (b) which, hereafter, through no act on the part of either Party, becomes generally available to the public; or
 - (c) which corresponds in substance to information furnished to either Party by any third party having a bona fide right to do so and not having any confidential obligation to either Party with respect to same; or
 - (d) which corresponds to information furnished by either Party to any third party on a non-confidential basis, other than in connection with limited consumer testing; or
 - (e) which is independently developed

III. In order for information and data to be exchanged hereunder to be considered Confidential and Proprietary Information and subject to the protections required under this Agreement, it shall be identified in writing at the time of disclosure by an appropriate legend, marking, stamp on the face thereof to be Confidential and Proprietary. Any information and data disclosed orally or visually and subject to this Agreement shall at the time of disclosure, be identified orally as Confidential and Proprietary and confirmed in writing as such within thirty (30) days after disclosure.

IV. This Agreement shall not be construed as obligating either Party to make any use of Confidential and Proprietary Information, nor as a grant, either explicit or implied, of any rights under any of either Party's patents or other intellectual property rights. The furnishing Party shall not be liable for damages arising from the receiving Party's

use of or reliance on the information disclosed hereunder.

V. All Proprietary Information and all tangible material containing same furnished hereunder shall remain the property of the furnishing Party. Within five (5) business days following receipt of the request of either Party to the other Party the Parties will return or destroy promptly at the other Party's request any and all physical embodiments of the Confidential and Proprietary Information which are in each Parties possession. Upon request, the receiving Party shall send the furnishing Party a destruction certificate.

VI. Correspondence respecting this Agreement shall be sent as follows:

To _____:

ATTN: _____
Email: _____

To K&L Microwave: K&L Microwave, Inc.
2250 Northwood Dr.
Salisbury, MD 21801
ATTN: William Teagle
Email: wteagle@klmicrowave.com

VII. This Agreement is governed by, construed and enforced in accordance with the laws of the State of Maryland.

VIII. This Agreement fully expresses the understandings and Agreements of the Parties and there are no representations, warranties or Agreement except as specifically set forth herein. This Agreement may be modified by the written Agreement of the Parties. This Agreement may not be assigned by either Party without the written consent of the other Party.

Each Party shall be entitled to seek damages, specific performance, and injunctive relief in the event that the other Party violates the terms of this Agreement.

IX. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, and permitted assigns.

X. This Agreement shall be effective from the date signed by both Parties and shall remain effective for a period of five (5) years.

XI. Notwithstanding paragraphs I and X above, disclosed Confidential and Proprietary information shall be held in confidence for a period of five (5) years after disclosure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by the following authorized persons:

_____.

K&L Microwave, Inc.

Signature

Signature

Print Name

Michele Garigliano

Print Name

Title

Vice-President & General Manager

Title

Date

Date