



## NON-DISCLOSURE AGREEMENT FOR MATERIAL AND HARDWARE

The undersigned Supplier \_\_\_\_\_ has indicated a desire to receive technical information relating to Paravis Industries CNC which is considered confidential.

1. Supplier agrees to treat Paravis Industries CNC Proprietary Information as confidential and will not share such information with anyone outside Paravis Industries CNC or suppliers employees. This includes Paravis Industries CNC customer base and/or customer contact information.
2. Supplier agrees not to contact any customer of Paravis Industries CNC without written approval prior.
3. This Agreement shall terminate upon written notice by one party to the other, and in any event shall terminate 5 years after the date last appearing below. The obligations of confidentiality and nondisclosure of the Proprietary Information shall survive any termination of this Agreement.
4. Upon request by Paravis Industries CNC, Supplier shall return to Paravis Industries CNC all Proprietary Information received from Paravis Industries CNC, and all copies and portions and summaries thereof, and all media in which such Proprietary Information is contained; this includes any special patterns, molds, or tooling that supplier was paid to provide on behalf of Paravis Industries CNC. Supplier may request permission from Paravis Industries CNC to destroy all such Proprietary Information and provide a certificate of destruction to Paravis Industries CNC.
5. With respect to any information disclosed pursuant to this Agreement:
  - (i) The Supplier agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to the requirements of the Arms Export Control Act, 22 U.S.C. §§ 2751-2794, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. §§ 2401-2420, including the Export Administration Regulations, 15 C.F.R. §§ 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the Supplier agrees that it will not transfer any information it receives from Paravis Industries CNC that constitutes any export controlled items, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to the Supplier or the Supplier's suppliers, without the authority of an export license, agreement, or applicable exemption or exception.
  - (ii) Paravis Industries CNC agrees to make its best effort to notify Supplier if any information Paravis Industries CNC discloses is restricted by export laws or regulations.



6. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan, in which Paravis Industries CNC is incorporate and has identified below, and both parties fully consent to the jurisdiction of said state. Furthermore, both parties agree that any dispute that may arise from this agreement will be adjudicated by the courts within the State of Michigan.
7. This Agreement may not be modified except by subsequent Agreement in writing by authorized Representatives of both Parties.
8. No license is granted by this Agreement, expressly or by implication, under any patent or copyright of either Party. All Proprietary Information remains the property of the Disclosing Party.

Paravis Industries CNC  
1597 Atlantic Blvd.  
Auburn Hills, MI 48326

\_\_\_\_\_  
Name of the "Supplier"

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name