



## BILATERAL CONFIDENTIAL INFORMATION AGREEMENT

This Confidential Information Agreement ("Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ ("Effective Date"), by and between: the undersigned and Integra Technologies, Inc and its assigns, 3450 North Rock Road, Wichita, KS 67226 ("Integra"), referred to collectively as "Parties" and each individually as a "Party".

WHEREAS, the Parties hereto acknowledge that certain Confidential Information shall be disclosed between them, for one of the following purposes, as applicable ("Activity"): (a) allow the Parties to explore the possibility of entering into a prospective business relationship; (b) allow the Parties to determine if there is sufficient interest in entering into one or more further written agreements relating to the Confidential Information; or (c) perform the Receiving Party's obligations under one or more separate, written agreements with Disclosing Party entered into after the Effective Date and only for the duration of the applicable agreement (each a "Performance Agreement"); and

WHEREAS, in order to induce each other to provide access to the Confidential Information and to protect their relative rights in the Confidential Information, the Parties hereby agree to be bound by the terms and conditions of this Agreement.

THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree as follows:

### **1. DEFINITIONS**

- a. "Confidential Information" shall generally mean any proprietary or non-public information, including but not limited to communications, data, materials, presentations, know-how, trade secrets, financial statements and information, pricing, information concerning customers or suppliers, or contract proposals or terms, including purchase orders, which are (i) owned or controlled by the Disclosing Party; and (ii) (A) furnished in any tangible or intangible form, including but not limited to writings, drawings, electronic media, samples, and verbal communications; or (B) if furnished in tangible form, including without limitation, electronic communications, is conspicuously marked as "Confidential", "Proprietary" or in such manner as to clearly identify the Confidential Information as such, and if provided verbally, is reduced to a writing that identifies the Confidential Information within thirty (30) days of the disclosure with a copy of such writing furnished to the Receiving Party.
- b. "Disclosing Party" shall mean the Party revealing or disclosing the Confidential Information.
- c. "Receiving Party" shall mean the Party receiving the Confidential Information.

### **2. TERM**

This Agreement shall become effective on the date first set forth above ("Effective Date") and shall terminate either at the end of two (2) years from the Effective Date hereof, upon completion of the Activity, or upon the written election to terminate by either Party delivered to the other. The obligations regarding confidentiality shall continue for a period of two (2) years from disclosure of Confidential Information or until such time as the subject Confidential Information of a Disclosing Party disclosed under this Agreement becomes publicly known or made generally available through no action by the Receiving Party.

### **3. MARKETING; USE; NONDISCLOSURE OBLIGATIONS**

- a. The Receiving Party shall not communicate, disclose or divulge said Confidential Information to any third party, person or entity without the expressed written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to its employees or Affiliates or Subsidiaries who have a need to know and who have signed a confidentiality agreement that has conditions no less restricting than those of the present Agreement. All Confidential Information, which either Party or the Affiliates or Subsidiaries may reveal under this Agreement shall not be used by the Receiving Party or the Receiving Party's employees in any manner whatsoever, directly or indirectly, except as expressly permitted herein for the Activity (and then in strict accordance with the terms and conditions of this Agreement and the Performance Agreement, if applicable), but by way of clarification, in no way that competes with or disadvantages the Disclosing Party. The Parties shall protect the confidentiality of and take all reasonable steps to prevent disclosure or unauthorized use of the Confidential Information.



- b. The Receiving Party shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects provided by the Disclosing Party without written authorization.
- c. The Disclosing Party retains all right, title, and interest in and to the Confidential Information it furnishes hereunder.
- d. The Receiving Party shall advise the Disclosing Party in writing in the event the Receiving Party becomes aware of any unauthorized dissemination, misappropriation, or misuse of Confidential Information by the Receiving Party and provide assistance to Disclosing Party to mitigate any damages caused thereby and to limit any further dissemination or misuse of the Confidential Information.

#### **4. EXCLUSIONS**

Nothing in this Agreement shall apply to any Confidential Information:

- a. which is now generally known or readily available to the trade or public or which becomes so known or readily available without fault of Receiving Party;
- b. which is possessed by Receiving Party without restriction as to disclosure or use prior to its disclosure hereunder;
- c. which is received independently from a third party who is free to disclose such information to the Receiving Party;
- d. which is required as part of any court order or government regulation, provided that the Disclosing Party has been given sufficient written notice of such order or regulation to contest it; or,
- e. which is developed by Receiving Party independent of any Confidential Information of Disclosing Party and which can be proven by written records.

#### **5. WARRANTIES/REPRESENTATIONS**

Except as expressly provided in a Performance Agreement, all Confidential Information disclosed by either Party under the present Agreement is provided "As Is". Neither Party makes any warranty or representation, whatsoever, as to the sufficiency or accuracy of any Confidential Information it has disclosed hereunder or as to the results to be obtained therefrom and assumes no responsibility arising from any use or misuse thereof.

#### **6. EQUITABLE RELIEF**

Each Party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to the Disclosing Party, for which there may be no adequate remedy at law, and the Disclosing Party shall be entitled to seek equitable relief to compel the Receiving Party to cease and desist all unauthorized use and disclosure of the Disclosing Party's Confidential Information. In the event that either Party shall bring any action to enforce or protect any rights, obligations or duties under this Agreement, then the prevailing Party shall be entitled to recover, in addition to its damages, reasonable attorneys' fees and costs.

#### **7. NO COMMITMENT**

Except as expressly provided in a Performance Agreement, Confidential Information provided by one Party to the other does not, and is not intended to represent a commitment by either Party to enter into any business relationship with the Receiving Party or with any other entity.

#### **8. EXPORT REGULATIONS**

Notwithstanding any other provision of this Agreement, neither Party shall export any technical Confidential Information acquired under this Agreement or any commodities using such Confidential Information to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval.

#### **9. NO LICENSE**

No license, copyright or other interest is granted directly or indirectly by either Party as a result of conveying Confidential Information to the Receiving Party, except the limited rights specifically provided herein.



**10. RETURN OF CONFIDENTIAL INFORMATION**

Upon termination of this Agreement, each Party, at its option and upon request from the Disclosing Party, shall promptly return or destroy all Confidential Information received under this Agreement, and will not retain any copies of Confidential Information, except as otherwise expressly permitted by the Disclosing Party.

**11. ASSIGNMENT**

Neither Party may assign this Agreement without the prior written approval of the other Party. Any purported assignment without such prior approval shall be null and void.

**12. BINDING EFFECT**

This Agreement shall benefit and be binding upon the Parties to this Agreement and their respective successors and assigns.

**13. ENTIRE AGREEMENT**

This Agreement and any Performance Agreement embody the entire understanding between the Parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the Party against whom such modification is sought to be enforced.

**14. GOVERNING LAW**

This Agreement shall be construed, interpreted, and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have hereto set their respective signatures to the Agreement.

\_\_\_\_\_  
Integra Technologies, Inc.

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_