



MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (“Agreement”) is made and is effective on _____ by and between Fuji America Corporation 171 Corporate Woods Parkway Vernon Hills, IL, and _____ to assure the protection, preservation and ownership of confidential information to be disclosed or made available between the parties in connection with discussions in contemplation or furtherance of a business relationship. The parties hereby agree as follows:

1. Definitions.

A Discloser is a party disclosing confidential information. A Recipient is a party receiving disclosed confidential information.

2. Confidential Information.

Discloser proposes to disclose certain of its confidential and proprietary information (the “Confidential Information”) to Recipient. Confidential Information shall include all information, data, materials, products, processes, designs, formulas or test data relating to any research project, work in process, development, technology, computer programs, specifications, drawings, manuals, business plans, software, marketing plans, business plans, financial information, its present or future products, suppliers, employees, advisors, funders and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Discloser. Information to be disclosed by Fuji America Corporation additionally includes (but is not limited to) some or all of: 1) information related to the materials, processes, and machinery used in Fuji America Corporation's intellectual properties and product related details. 2) information related to structures and processes which allow effective handling and placement of any interconnection components to establish a completed product; 3) related software, applications, systems architecture; 4) business information, including confidential commercial relationships between Fuji America Corporation and other parties.

3. Recipient’s Obligations.

Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Discloser and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Discloser, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Discloser to any other party whatsoever except with the specific prior written authorization of Discloser. Recipient agrees that confidential information supplied by Discloser shall not be reproduced in any form except as required to continue discussions or to accomplish the purposes described herein.



Recipient will safeguard the information with a reasonable standard of care, and with not less than the same standard of care as is used for its own confidential information. This includes but is not limited to electronic, paper data, or even confidential verbal disclosure of data as discussed with the company at any time.

Recipient agrees that all Confidential Information (including copies thereof) shall remain the property of the Discloser, and shall be returned to the Discloser within twenty (20) days of a written request by the Discloser.

4. Term.

This Agreement shall continue to be in force and effect for five (5) years. This agreement may be terminated by either party at any time upon thirty (30) days written notice by the other party. The termination of this Agreement shall not relieve either party of the obligations imposed by this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination and the provisions hereof shall survive indefinitely from such termination date. Further, the Obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Discloser and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor- in-possession or the equivalent of any of the foregoing under local law.

5. Other Information.

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient.

6. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information

7. No Publicity.

Recipient agrees not to disclose its participation in the undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Discloser.

8. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States of America and the state of Illinois. The Recipient consents to the exclusive jurisdiction of the provincial courts and United States of America courts located there for any dispute arising out of this Agreement.

9. Final Agreement.



This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof.

10. No Restriction

Neither this Agreement nor the disclosure of any Confidential Information pursuant to this Agreement by any party shall restrict such party from disclosing any of its Confidential Information to any third party or receiving Confidential Information for any other third party.

11. Severability.

If any term of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

13. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

by:

Fuji America Corporation

COMPANY: _____

Signature

Signature

Title

Title

Date

Date