



An ESCO Technologies Company

ISO 9001
& AS 9100
Certified

MUTUAL NON-DISCLOSURE
AGREEMENT

Participant No. (VACCO Internal Use Only)	
Effective Date:	
End Date:	
Protection Period: (Year(s))	
VACCO Point of Contact (Name, Title, Phone, email)	
Participant Point of Contact (Name, Title, Phone, email)	

This Agreement is made as of the Effective Date by _____ (hereinafter called "Participant") having a place of business at _____ and VACCO Industries Inc., having a principal place of business at 10350 Vacco Street, South El Monte, California 91733 (hereinafter called "VACCO"). VACCO and Participant are referred to as a "Party" or collectively as the "Parties". VACCO and Participant hereby agree as follows:

1. DISCLOSING PARTY/RECEIVING PARTY

Each Party intends to disclose to and receive from the other Party Proprietary Information (as defined below). The Party who is disclosing the Proprietary Information is referred to as the "Disclosing Party". The Party who is the recipient of the Proprietary Information is referred to as the "Receiving Party".

2. PURPOSE

The Parties intend to work together for the purpose of _____ (the "Purpose"). In connection with the Purpose, the Parties desire to exchange information (such information referred to as "Data"). Each Party agrees that certain Data that may be disclosed is Proprietary Information (defined below) which can be used by the Receiving Party only for fulfillment of the Purpose and must be protected from disclosure and unauthorized use in accordance with the terms and conditions set forth in this Agreement.

3. PROPRIETARY INFORMATION

- a. As used herein, the term "Proprietary Information" shall mean non-public, private business information developed, collected or created by the Disclosing Party or at the Disclosing Party's expense or direction or non-public information and/or private business information developed, collected or created by a third party and lawfully in possession of the Disclosing Party that is disclosed by the Disclosing Party to the Receiving Party provided that in the case of information disclosed in written or tangible form, such information is marked with a legend or writing, stating that it is Company Private, Proprietary, or with a similar marking, and in the case of orally, visually, or electronically disclosed information or information disclosed in intangible form, such information is orally identified at the time of initial disclosure as being Company Private, Proprietary or with a similar identification, and followed within thirty (30) days by a written notice from the Disclosing Party to the Receiving Party setting forth a brief description of the information and confirming the Proprietary classification.
- b. For purposes of this Agreement, Proprietary Information shall include all copies, duplicates, and reproductions of the original Proprietary Information. Proprietary Information shall also include any documents, memos, notes or other information created by the Receiving Party incorporating in whole or in part, the Disclosing

Party's Proprietary Information.

4. NON-DISCLOSURE

The Receiving Party agrees that during the Protection Period set forth above, the Receiving Party shall only disclose Proprietary Information received from the Disclosing Party to employees within its organization having a need to know to accomplish the Purpose, not disclose to any other party, person or entity, and not use for any purpose except for the Purpose described in section 2 above. The Receiving Party shall be responsible for any breach of the restrictions contained in this Agreement by its employees.

5. TERM, TERMINATION AND PROTECTION PERIOD

This Agreement shall commence on the Effective Date and terminate on the End Date set forth at the beginning of this Agreement, unless earlier terminated by either Party upon thirty (30) days' written notice to the other party (the "Term"). Notwithstanding anything to the contrary in this Agreement, each Party's rights and obligations set forth in this Agreement with respect to Proprietary Information exchanged during the Term shall survive the termination or expiration of this Agreement and expire _____ years (the "Protection Period") after the end of the Term.

6. EXCEPTIONS

The Parties hereto agree that information shall not be deemed Proprietary Information, and the Receiving Party shall have no obligation with respect to any such information which the Receiving Party can demonstrate:

- i. Is already known to the Receiving Party; or
- ii. Is or becomes publicly known through no fault or wrongful act of the Receiving Party; or
- iii. Is rightfully received from a third Party without restriction and not under any obligation of confidentiality to the Disclosing Party; or
- iv. Is developed by the Receiving Party independently from the Disclosing Party's Proprietary Information; or
- v. Is approved in advance for release by the written authorization of the Disclosing Party.

7. EXPORT CONTROL

In its handling and use of Proprietary Information, the Receiving Party shall comply with all applicable U.S. and foreign export control laws and regulations, including any restrictions on disclosing Proprietary Information to any foreign persons, whether in the employ of, or consultants to, the Receiving Party, or otherwise.

8. NO WARRANTY

Neither Party makes any representation or warranty respecting the completeness or accuracy of any information disclosed to the other.

9. CHARGES

The Parties shall perform their respective obligations hereunder without charge to the other.

10. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party. This Agreement shall not constitute a teaming agreement, joint venture or partnership between the Parties. Neither the execution of this Agreement, nor the furnishing of any information hereunder shall be construed as granting to the Receiving Party, either expressly or by implication, any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party.



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11. GOVERNING LAW

This Agreement and any disputes hereunder shall be governed and interpreted according to the laws of the State of California, USA, without regard to its choice of law provisions.

12. RETURN OF PROPRIETARY INFORMATION

Upon the written request of the Disclosing Party, the Receiving Party shall at the Receiving Party's option, either return to the Disclosing Party, or destroy, the Proprietary Information of the Disclosing Party including without limitation any documents, memos, notes or other information created by the Receiving Party incorporating in whole or in part, the Disclosing Party's Proprietary Information, and provide to the Disclosing Party a written confirmation executed by a senior officer confirming such return or destruction.

13. COMPLETE AGREEMENT, MODIFICATION

This Agreement contains the entire understanding between the Parties relative to the protection and use of the Proprietary Information, and supersedes all prior and collateral agreements and understandings between the Parties with respect to such Proprietary Information. No change, modification, alteration or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of each Party.

14. INJUNCTIVE RELIEF

A breach by Receiving Party of any of the covenants of this Agreement will cause the Disclosing Party to suffer loss which will not be adequately compensated for by damages, and in addition to damages in respect of any breach of this Agreement, the Disclosing Party shall be entitled to seek equitable remedies (including, without limitation, injunctive relief) in case of a breach or to prevent a breach of this Agreement.

15. PUBLICITY

Neither Party shall make news releases, public announcements, advertisements, or publicity, whatsoever, pertaining to this Agreement without the prior written approval of the other Party.

In Witness Whereof, the Parties hereto have duly caused this Agreement to be executed as of the date first written above.

Participant

Signature: _____

Name: _____

Title: _____

Date: _____

VACCO Industries

Signature: _____

Name: _____

Title: _____

Date: _____

Trade Compliance Supplier Acknowledgement Form

Many of VACCO Industries (herein referred to as "VACCO") products, technology and related software are export controlled under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR).

International Traffic in Arms Regulations (ITAR)

The U.S. Department of State, Directorate of Defense Trade Controls, controls the export, re-export and in country transfer of any item, technology or software specially designed, for military applications through the ITAR, reference 2 CFR § 120-130.

The complete International Traffic in Arms Regulations can be found in the U.S. Department of States, Directorate of Defense Trade Controls website at www.pmddtc.state.gov. As a valued vendor/supplier to VACCO, you are required to comply with the following trade compliance laws and regulations:

- All requirements of the U.S. Department of State, Office of the Defense Trade Controls, via 22 CFR § 120-130. Which can be found for your reference at the following website:
www.pmddtc.state.gov/regulations_laws/itar.html
- Unless otherwise noted, technology (i.e., information such as specifications, engineering drawings, sample parts or defense services that are required for design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of defense articles) provided by VACCO is considered to be export controlled and shall not be provided directly or indirectly to any foreign entity and/or foreign person in your employment without having received written permission from VACCO, and prior to obtaining the appropriate export authorization from the U.S. Department of State, Office of Defense Trade Controls Licensing. A Foreign person means any natural person who is not a lawful permanent resident of the United States as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).
- You shall not provide any technology and/or hardware from VACCO to foreign customers, subcontractors or suppliers, regardless of the nature of the relationship to the customer, subcontractor or supplier, for any reason without having received written permission from VACCO, and prior to obtaining the appropriate export authorization secured from the U.S. Department of State, Office of Defense Trade Controls Licensing.
- You shall not transfer any export controlled technology and/or hardware provided by VACCO to any foreign customer, subcontractor or vendor without having received written permission from VACCO, and notifying the customer, subcontractor or vendor of the trade compliance requirements of the United States as stated above.
- You are required to disclose to VACCO in accordance with 22 CFR §130, if you or any customers, subcontractors or vendors have paid, offered, or agreed to pay, any political contributions, fees or commissions in respect to any defense articles procured from you by VACCO.

ITAR Required Registration:

Section 122.1(a) of the ITAR requires that any person who engages in the United States in the business of either manufacturing or exporting Defense Articles or furnishing Defense Services must register with the Directorate of Defense Trade Controls (as defined below). Therefore, you are certifying that:

- You are registered with DDTC, and that such registration expires on, _____.
- You are not registered with DDTC and not exempt from such registration.
- You are not registered with DDTC but exempt from registration with DDTC for the following reason (mark one that applies):
 - You are not engaging in the U.S. in the business of either manufacturing or exporting Defense Articles or furnishing Defense Services. (See ITAR 122.1 (a))
 - You are Officers and employees of the U.S. Government acting in official capacity. (See ITAR 122.1 (b)(1))
 - Your pertinent business activity is confined to production of unclassified technical data only. (See ITAR 122.1 (b)(2))
 - Your manufacturing and export activities are licensed under the Atomic Energy Act of 1954, as amended. (See ITAR 122.1 (b)(3))
 - You are engaged in the fabrication of articles solely for experimental or scientific purposes, including research and development. (See ITAR 122.1 (b)(4))

YOU AGREE THAT IF YOU ARE NOT REGISTERED OR DO NOT FALL INTO ANY OF THE ITAR EXEMPTION CATEGORIES, YOU ACKNOWLEDGE THAT YOU AND OR YOUR BUSINESS WILL BE REQUIRED TO REGISTER WITH DDTC PRIOR TO HANDLING ITAR CONTROLLED ITEMS, TECHNOLOGY OR SOFTWARE FOR AND FROM VACCO.

You will immediately notify VACCO of any changes in your status affecting this certification or affecting your standing with the U.S. Government with regard to import/export compliance and/or debarment.

You agree to mark Technical Data with the following ITAR statement, if applicable:

WARNING: THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (AECA) (Title 22, U.S.C., Sec 2751, et seq.) AND THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) (22 CFR 120 – 130). DISCLOSURE TO FOREIGN PERSONS WITHOUT PRIOR U.S. GOVERNMENT APPROVAL IS PROHIBITED. VIOLATIONS OF THESE EXPORT LAWS AND REGULATIONS ARE SUBJECT TO SEVERE CIVIL AND CRIMINAL PENALTIES

Export Administration Regulations (EAR)

The U.S. Department of Commerce, Bureau of Industry and Security, controls the export, re-export and in country transfer of any items, technology or software specially designed for dual-use of military as well as commercial applications through the EAR, reference 15 CFR § 730-744.

The complete Export Administration Regulations can be found in the U.S. Department of Commerce, Bureau of Industry and Security, website at <https://www.bis.doc.gov/>. As a valued customer/supplier to VACCO, you are required to comply with the following trade compliance laws and regulations:

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- All requirements of the U.S. Department of Commerce, Bureau of Industry and Security, via 15 CFR § 730-744. Which can be found for your reference at the following website:
<https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>
- Unless otherwise noted, technology (i.e., information such as specifications, engineering drawings or sample parts that are required for design, development, production, manufacture, assembly, operation, repair, testing, maintenance, or modification of dual-use articles) provided by VACCO is considered to be export controlled and shall not be provided directly or indirectly to any foreign entity and/or foreign person in your employment without having received written permission from VACCO, and prior to obtaining the appropriate export authorization from the U.S. Department of Commerce, Bureau of Industry and Security. A Foreign person means any natural person who is not a lawful permanent resident of the United States as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).
- You shall not provide any technology and/or hardware from VACCO to foreign customers, subcontractors or suppliers, regardless of the nature of the relationship to the customer, subcontractor or supplier, for any reason without having received written permission from VACCO, and prior to obtaining the appropriate export authorization secured from the U.S. Department of Commerce, Bureau of Industry and Security.
- You agree not to transfer any export controlled technology and/or hardware provided by VACCO to any foreign customer, subcontractor or vendor without having received written permission from VACCO, and notifying the customer, subcontractor or vendor of the trade compliance requirements of the United States as stated above.

You agree to mark Technical Data with the following EAR statement, if applicable:

WARNING: THIS DOCUMENT CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (Title 50, U.S.C., APP.2401, et seq.) AND THE EXPORT ADMINISTRATION REGULATIONS (EAR) (15 CFR 730 – 774). DISCLOSURE TO FOREIGN PERSONS WITHOUT PRIOR U.S. GOVERNMENT APPROVAL IS PROHIBITED. VIOLATIONS OF THESE EXPORT LAWS AND REGULATIONS ARE SUBJECT TO SEVERE CIVIL AND CRIMINAL PENALTIES.

Acknowledgement

As a duly authorized representative of the below named company, I the undersigned certify that I have received, read and agree to comply with the above stated trade compliance requirements under U.S. laws and regulations.

Company Name:	Date:
Printed Name and Title:	Signature:

A signed copy of this form must be returned to:

Mail to: VACCO Industries
Trade Compliance
10350 Vacco Street
South El Monte, CA 91733

or email to: dstraume@vacco.com



An ESCO Technologies Company

VACCO Industries
10350 Vacco Street, South El Monte, CA. 91733
TEL (626)443-7121, FAX (626)442-6943
www.vacco.com

SUPPLIER CONTACT INFORMATION

VENDOR NAME:

SUPPLIER ADDRESS:

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

DUNS #:

CAGE CODE:

NAICS CODE:

THIRD PARTY CERTIFICATION: YES NO

OUTSIDE SALES CONTACT:

NAME:

PHONE:

EMAIL:

FAX:

INSIDE SALES CONTACT:

NAME:

PHONE:

EMAIL:

FAX:

QUALITY CONTACT:

NAME:

PHONE:

EMAIL:

FAX:

ACCOUNTING CONTACT:

NAME:

PHONE:

EMAIL:

FAX:

Inputted by VACCO:

VENDOR COMMODITY CODE AND DESCRIPTION:

Identify Supplier Status:
