MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement is entered into as of September 22, 2020, by and between All-Ways Metal, Inc. (AWM), having a place of business at 401 Alondra Blvd., Gardena, CA 90248, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , having a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS the parties desire to exchange financial, business, engineering, and/or technical data constituting trade secrets and confidential information relating to the products, processes, designs, and business of each other (hereinafter collectively referred to as “Confidential Information”) in order to further a potential or actual business relationship with each other; and

WHEREAS each party is willing to disclose Confidential Information to the other party on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the disclosure of the Confidential Information, the parties agree as follows:

1. Confidential Information covered by this agreement is information revealed or disclosed orally, visually, or in writing which is identified by the disclosing party as “Confidential,” “Proprietary” or “Trade Secret” at the time of its disclosure or within 60 days after its first disclosure and includes information incorporated in physical parts furnished by the disclosing party or capable of being ascertained by examination of such physical parts.
2. The recipient shall not directly or indirectly use or disclose the Confidential Information except as provided herein.
3. Confidential Information may be disclosed to employees within the recipient’s organization but the number of such employees shall be limited to those to whom it shall be reasonably necessary to disclose the Confidential Information in order to further the parties’ business relationship.
4. The recipient shall take such steps to safeguard the disclosing party’s Confidential Information as are taken to safeguard its own trade secrets and other confidential information, and shall, at a minimum, instruct or inform its employees of recipient’s obligations with respect to the Confidential Information and shall maintain the Confidential Information in a place of limited access that is subject to reasonable security procedures.
5. The recipient shall not disclose any Confidential Information to any person other than its own employees without first obtaining the prior written consent of the disclosing party.
6. The recipient shall use the Confidential Information only in furtherance of its business relationship with the disclosing party.
7. Upon termination of the parties’ business relationship, the parties shall cease all use of each other’s Confidential Information and shall, at the written request of the disclosing party, make every reasonable attempt to return to the disclosing party all records comprising or containing the Confidential Information. Alternatively, the receiving party may furnish a certification evidencing the destruction of such proprietary information. Each party will nevertheless continue to provide the requisite protection of the other party’s proprietary information within the terms of this Agreement.
8. This agreement is binding upon the parties hereto for as long as either party shall have copies of or access to the other party’s Confidential Information and for a further period of six (6) years following the return of Confidential Information pursuant to paragraph 7, above.
9. This agreement shall not apply to any portion of Confidential Information which:

(a) is known to the receiving party prior to its disclosure by the disclosing party or is thereafter independently developed by the receiving party

(b) is or becomes publicly available through no wrongful act or negligence of the receiving party, or

(c) is disclosed to the receiving party by a third person who is not in violation of any obligation of nondisclosure owed to the disclosing party and who discovers the Confidential Information independently and without inducement by the receiving party.

1. No technical information or data will be disclosed by either party hereto in violation of the International Traffic in Arms Regulations (ITAR) or any other applicable laws or regulations of the United States.
2. This agreement shall be governed by and construed in accordance with the laws of the State of California.

As evidence of mutual agree to the foregoing terms and conditions by the parties hereto, the parties have executed this Agreement on the date(s) shown herein below. The effective date of this Agreement shall be the date on which the Agreement was executed by the last executing party. No modifications to this Agreement shall be effective unless made in writing and signed by all parties.

Agreed to and accepted by:

ALL-WAYS METAL, INC. {SUPPLIER’S NAME}

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By: By:

Title: Title:

Date: 9/22/2020 Date: