



Vendor Confidentiality Agreement

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Revision: B
Revision Date: 03/22/19
Approved By: VFARR

This Confidentiality Agreement ("Agreement") dates this _____ day of _____, _____ between _____ ("Provider"), addressed at _____ and KLH Industries, Inc. ("KLH").

In consideration of Provider's utilization by KLH, Provider agrees to the following terms and conditions.

Provider acknowledges that the following specified items used in KLH's business are confidential, unique and valuable, including information developed by KLH at its expense and over time, and disclosure of any of the items to anyone other than KLH's officers, agents or authorized Providers and their specific necessary individual agents, will cause KLH irreparable injury:

- (a.) All computer programs and reports or data compilation prepared by or on behalf of KLH and all information contained therein.
- (b.) KLH's customer order preferences and terms.
- (c.) KLH financial information.
- (d.) Order information (including designs and specifications) issued to the Provider by KLH for services or goods to be provided to KLH (Collectively, the "Confidential Material").

Provider will not disclose to anyone, other than KLH's officers, employees or authorized Providers and their necessary individual agents, unless otherwise directed in writing by KLH's President, any of the Confidential Material listed in the above paragraph or any of KLH's other matters so designated as confidential information or trade secrets, whether developed before or after the date of this Agreement unless under a court order. Notwithstanding the foregoing, the following is not Confidential Material for purposes of this Agreement.

- (a.) Information that, at the time of disclosure is already known to Provider provided that such independent knowledge can be proven by the written records of Provider;
- (b.) Information that is publicly available, or becomes publicly available through no fault of Provider; or
- (c.) Information that has been, is now, or later becomes rightfully learned by Provider from a third party who is not under restriction or duty imposed by a party to this Agreement.

The Parties will comply with all U.S. export control laws and regulations. The information that the Parties may wish to disclose pursuant to this Agreement may be subject to provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated there under, the Arms Export Control Act, and the Internal Traffic in Arms Regulation, and the sanctions laws administered by the Office of Foreign Assets Control. The Parties acknowledge that these statues and regulations impose restriction on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

This Agreement shall be binding upon Provider following the termination of Provider's utilization by KLH, regardless of the reason for such termination. Upon request, Provider immediately will return to KLH all of KLH's Confidential Material in Provider's possession or control.

This Agreement can be enforced by KLH, its subsidiaries, affiliates, successors and assigns. Injunctive relief or damages at law or both may be sought for breaches or threatened breaches of this Agreement. If Provider breaches any provision of this Agreement, Provider shall pay all costs and expenses, including attorney's fees, incurred by KLH in connection therewith. The state of federal courts located within the State of Wisconsin shall have exclusive personal jurisdiction over the parties for any action arising under this Agreement. The Agreement shall be interpreted by applying Wisconsin law, except choice of law provisions that may lead to jurisdiction contrary to the terms of this Agreement. Trial by jury is hereby stipulated as waived by the parties.

PROVIDER

Signature: _____

Print Name: _____

Officer Title: _____

KLH INDUSTRIES, INC.

Signature: _____

Print Name: _____

Officer Title: _____

Date: _____

Date: _____