PROPRIETARY MATERIALS AGREEMENT

[Keep-Confidential/ Non-Disclosure Agreement]

Lender:

_____

Proprietary Materials (items, documents, or models loaned - describe or identify fully; attach additional sheets as necessary):

_____

Proprietary Materials loaned to Borrower:

_____

Borrower acknowledges and agrees as follows:

(1) Borrower has received the above Proprietary Materials from Lender.

(2) These Proprietary Materials contain valuable proprietary information of Lender. This proprietary information is understood to be confidential, and loss or outside disclosure of these materials or the information contained herein will harm Lender economically.

(3) Borrower acknowledges that these Proprietary Materials are furnished to Borrower under the following conditions:

(a) these Proprietary Materials and the information they contain shall be used by Borrower solely to review or eval- uate a proposal or information from, supply a quotation to, or provide a component or service for Lender.

(b) Borrower agrees not to disclose these Proprietary Materials or the information contained herein to any other person, except:

i) persons within Borrower's organization having a good faith "need to know" the same for the purpose of this Agreement, or
ii) to individuals subject to professional rules of conduct which require the exercise of confidence with respect to materials so disclosed.

(c) Borrower shall exercise a reasonable degree of care to safeguard these Proprietary Materials and the information contained herein from access or disclosure to all unauthorized persons.

(d) Borrower shall not make any more than three (3) copies of these Proprietary Materials except upon written permission of Lender; Borrower shall return all Proprietary Materials (including any copies made) to Lender at any time upon request by Lender.

(4) These terms shall not apply to any information which Borrower can show has become part of general public knowledge without the fault of Borrower, or which come into Borrower's possession in good faith without restriction.

Borrower _____

Date: _____

CONFIDENTIAL INFORMATION