



Industrial Inspection & Consulting, LLC

[www.industrialinspection.com](http://www.industrialinspection.com)

## **NON-DISCLOSURE AGREEMENT**

Industrial Inspection & Consulting LLC is required per our quality management system, Export Administration Regulations (EAR), and International Traffic in Arms Regulations (ITAR) to require a signed statement of non-disclosure and confidentiality of proprietary rights and controlled technologies.

### **Client Conformance, Confidentiality, General Terms, & Non-Disclosure**

1. Visitors must enter through the north, main door of the lab and sign in for ITAR record keeping.
  - a. Visitors must be escorted by an II employee at all times.
2. Photography, videography, and other means of data capture are prohibited except with permission and under witness by Industrial Inspection & Consulting officials.
3. Technology provided to you or by you may be subject to export control laws of the United States Government. Controlled technology will contain a marking identifying such data is under the control of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR). **If you provide controlled technology to Industrial Inspection you must notify the receiver to ensure proper handling.** Technology provided to you as a client or vendor shall not – directly or indirectly – be sold, exported, re-exported, transferred, diverted or otherwise disposed of to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from Industrial Inspection.
4. Only clients ordering the work (i.e. customer responsible for payment) will have access to the parts, drawings and data, unless with verbal, written, or implied permission from the client.
5. Client technology is to be transmitted and held securely and confidentially.
6. During the guest/customer visit, lab personnel will secure all unrelated information and products.
  - a. Lab personnel will deny guests/customers access to unrelated parts or information.
7. Data files are emailed only to the customer requesting the service, unless otherwise specified.
8. All reports are stored electronically in case of loss or external modification. Data used to produce reported results may or may not be stored long term. The customer owns the reports but not the method used to produce the reported data (programs, scan data, x-ray images, CT volumes, etc.) This data may be provided at the discretion of Industrial Inspection & Consulting and may result in a time & material cost or lost revenue charge.



## STANDARD MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "*Agreement*"), effective as of the date executed by the last party on the signature page below (the "*Effective Date*"), is made between the undersigned company ("*Company*") and the other undersigned party (the "*Second Party*"). In connection with the parties' commercial relationship or discussions about a possible relationship or transaction (the "*Relationship*"), each party may receive confidential information from the other party. Accordingly, Company and the Second Party hereby agree as follows:

1. The term "*Affiliate*" means, with respect to either party, any entity that directly or indirectly controls, is controlled by or is under common control with that party, and the term "*Confidential Information*" means all nonpublic information concerning the Relationship disclosed by either party, its Affiliates or their agents (as applicable, such entities collectively, the "*Disclosing Party*") to the other party, its Affiliates, or their agents (collectively, the "*Receiving Party*") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the nature, content and existence of a Relationship, discussions or negotiations between the parties.
2. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) was known by the Receiving Party prior to its receipt from the Disclosing Party, (iii) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act, or (iv) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party.
3. The Receiving Party will use Confidential Information only in connection with the Relationship. Except as provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information.
4. The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its directors, officers, employees, contractors, agents, legal and accounting advisers, and entities controlled by the Receiving Party who (i) have a need to know Confidential Information in connection with the Relationship, (ii) are informed of the confidential nature of the Confidential Information, and (iii) have obligations with respect to the Confidential Information that are consistent with this Agreement. Each of Company and the Second Party will ensure that its Affiliates comply with this Agreement.
5. If the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any informal or formal investigation by any government or governmental agency or authority or otherwise) to disclose any of the Confidential Information of the Disclosing Party, then the Receiving Party will notify the Disclosing Party promptly in writing if permitted by law so that the Disclosing Party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. The Receiving Party agrees not to oppose any action by the Disclosing Party to obtain a protective order or other appropriate remedy. If no such protective order or other remedy is obtained, or if the Disclosing Party waives compliance with the terms of this Agreement, then the Receiving Party will furnish only that portion of the Confidential Information of the Disclosing Party which the



Receiving Party is advised by counsel is legally required.

6. All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, neither party will use any trade name, trademark, logo or any other proprietary rights of the other party (or any of its Affiliates) in any manner without prior written authorization of such use by the other party.

7. The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information of the Disclosing Party or any other breach of this Agreement by the Receiving Party. The Receiving Party will cooperate with the Disclosing Party to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. Subject to compliance with orders of governmental entities that have jurisdiction over it or as otherwise required by law, the Receiving Party will return or destroy all tangible materials or portions thereof constituting Confidential Information (including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. This term shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup or to copies thereof which must be stored by the receiving party's document retention requirements, including but not limited to the requirements of the FAA, the FDA, AS9100, ISO9001 and FAR/DFARS, provided that such copies shall be subject to the confidentiality obligation according to the terms and conditions set forth herein, until destroyed.

9. The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. This Agreement covers Confidential Information disclosed by the Disclosing Party on and after the Effective Date. This Agreement automatically will terminate upon the earlier of (i) termination of all written agreements between the parties or their Affiliates regarding the Relationship, or (ii) if no agreements are executed, termination of discussions between the parties or their Affiliates regarding the Relationship or delivery of written notice terminating this Agreement; provided, however, that each party's obligations with respect to the other party's Confidential Information will survive for three years following termination of this Agreement.

11. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior communications and agreements between the parties with respect thereto. This Agreement may be modified only by a written amendment to this Agreement which is signed by each party. This Agreement will not be assignable by either party without the prior written consent of the other party, provided, that prior written consent will not be required for any assignment by a party to an Affiliate. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

12. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

13. This Agreement will be governed by the internal laws of the State of Michigan, without reference to its choice of law rules.



14. All notices hereunder will be given in writing and will refer to this Agreement and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested) to the address set forth below the parties' signatures below.

15. Pursuant to the U.S. Defend Trade Secrets Act of 2016, if Second Party is an individual, Second Party acknowledges that he/she will not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Second Party files a lawsuit for retaliation by Company for reporting a suspected violation of law, Second Party may disclose the trade secret to Second Party's attorney and may use the trade secret information in the court proceeding, if Second Party (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

16. This Agreement may be signed in counterparts by the parties. To expedite and facilitate the signing of this Agreement by the parties, a party may sign its respective signature and forward that page electronically or by facsimile transmission to the other party. The copy of any party's signature transmitted by facsimile or in an electronic file sent by e-mail shall be deemed to be an adequate substitute for the original page containing the signature.

ACCEPTED AND AGREED:

*Company:* Industrial Inspection & Consulting LLC

*Second Party:*

Signed Name: 

Signed Name:

Printed Name: Keith Irwin

Printed Name:

Title: General Manager

Title:

Date: 4/25/2024

Date:

Address: 6524 Schamber Dr, Norton Shores, MI 49444

Address: