



## NON-DISCLOSURE AGREEMENT

### 1. PARTIES

1.1 AP Americas Inc, a corporation validly organized and existing under the laws of the United States and having its principal place of business at 3101 Skyway Cir N, Irving, TX, 75038 USA (hereinafter the "Company").

1.2 \_\_\_\_\_ (hereinafter the "Recipient")

1.1 and 1.2 hereinafter individually "Party" and together "Parties".

### 2. PURPOSE AND BACKGROUND OF THE AGREEMENT

2.1 The Parties plan to engage in a business relationship with the target of providing chamber installation services (hereinafter the "Purpose"). For this Purpose, the Company shares access to technical drawings, designs, plans, processes, procedures, intellectual property, and other Confidential information (as defined below) with the Recipient. As a condition to, and in consideration of, the Company's furnishing of Confidential Information to the Recipient, the Recipient agrees to the restrictions and undertakings contained in this Agreement.

Neither this Agreement nor disclosure or receipt of Information by or to either Party shall constitute or imply any promise, intention or commitment to enter into any possible future co-operation or agreement. Furthermore, the Agreement does not provide any right to a Party to act on behalf of or in the name of another Party.

2.2 The Parties acknowledge that the information provided by the other Party contains valuable confidential information (hereinafter the "Information"). For the purposes of this Agreement, the Information shall mean all information that has been disclosed or will be disclosed by a Party to another Party including, without limitation, data, technology, processes, designs, documents, intellectual property and/or trade and business secrets or other business information in any form that has been disclosed either directly or indirectly.

### 3. NON-DISCLOSURE AND CONFIDENTIALITY

3.1 Each Party (hereinafter the "Receiving Party") shall keep all Confidential Information received from another Party (hereinafter the "Disclosing Party") in whatever form as strictly confidential and shall not disclose it to third parties or use it for any purpose other than the above specified Purpose without the prior written permission of the Disclosing Party.

Confidential Information may or may not be clearly and suitably marked or described as being confidential in whatever format it is received. Information disclosed verbally or visually or incorporated shall be considered Confidential Information if the Recipient receives such information in relation to a job, project, supplier or anything related to the Company.

3.2 Subject to the foregoing each Party shall restrict access to Information received from Disclosing Party to only those of its employees and advisors to whom such access is necessary for carrying out the Purpose and whom are bound by a non-disclosure obligation at least equivalent to the non-disclosure obligation set forth this Agreement. The Parties shall in no event use a lower degree of care in safeguarding the Disclosing Party's Information than it uses for its own information of like sensitivity and importance.

3.3 The foregoing non-disclosure obligations shall not apply to any Information which

(a) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party, or

(d) was independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party, or

(e) the Receiving Party is obliged to disclose by virtue of law or on request of authority.

3.4 In case of breach of the terms and conditions of this Agreement, the Party in breach shall be obligated to compensate all damages, losses, costs and expenses caused by such breach or negligence to the other Party.

**4. OTHER PROVISIONS**

4.1 The obligations set forth in this Non-Disclosure Agreement shall bind the Parties for a period of ten (10) years from the date of disclosure of Information and such obligations shall survive the termination or earlier expiration of this Agreement. All material embodying Information or relevant information related thereto, including all copies of any kind or form shall be returned to the Disclosing Party or destroyed in a verifiable way upon the written request of the Disclosing Party.

4.2 No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right or other right, is either granted or implied by the conveying of information to such Party.

4.3 This agreement further applies to Confidential Information already disclosed to the Recipient by the Disclosing Party. By signing this agreement, the Recipient certifies that any Confidential Information already disclosed to the Recipient by the Disclosing Party has not been disclosed. This previously disclosed Confidential Information is under the same rules and restrictions outlined in this document for future disclosure of Confidential Information.

4.4 This Agreement and all disputes, claims or causes of action arising out of or relating to this Agreement ("Disputes") will be governed by the laws of the State of Texas, without regard to that State's conflict of law principles. The Parties agree that the appropriate, exclusive and convenient forum (the "Forum") for any Disputes will be in the State and federal courts located in Dallas, TX. The Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of such courts for any Disputes and agree not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document by U.S. registered mail to the address set forth above will be effective service of process for any action, suit or proceeding brought against a Party in any such court. The Parties hereby irrevocably and unconditionally waive any objection which they may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Forum, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. **THE PARTIES EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

4.5 If any provision of this agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**5.SIGNATURES**

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed on the date first set forth below. This Agreement has been made in two (2) identical copies, one for each Party.

**AP Americas Inc.**

**AP AMERICAS, INC.**

**SUBCONTRACTOR**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_