

## **Non-Disclosure Agreement**

This Agreement is entered into by and between RPMC having a mailing address at 8495 Veterans Memorial Pkwy, O'Fallon, MO 63366 (hereinafter referred to as "RPMC") and \_\_\_\_\_ having a mailing address at \_\_\_\_\_

(hereinafter referred to as *Party* or *Receiving Party*) .

### **1. PURPOSE**

The purpose of this Agreement is to set forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Proprietary and Confidential Information which is disclosed by and between the parties hereto relating to the technologies, products, prices, strategies and other business matters relating to RPMC and Receiving party.

### **2. DEFINITION**

"Confidential Information" is defined as technical, financial, and market data and other business information which is related to the subject matter set forth in Article 1 above, and which is identified by the disclosing party as Proprietary, Confidential, or Competition Sensitive. This includes email communications as well as web sites identified as "private", and all of those past and present are to be held proprietary between the parties henceforth.

### **3. TERM**

This Agreement shall commence when executed and shall terminate three (3) years thereafter, provided however, that this Agreement may be terminated by either party at any time by giving ten (10) days written notice of termination to the other party. The requirements of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties for a period of three (3) years after the termination of this Agreement.

### **4. DISCLOSURE TO US GOVERNMENT**

Notwithstanding Article 5.D. herebelow, the parties may disclose Proprietary Information to the US Government in connection with proposal or contract activity, provided the information is identified as that of the disclosing party and is marked with the restrictive legend set forth in the applicable US Government regulation.

### **5. LIMITATIONS ON USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

- a. Confidential Information shall be used solely for the purpose of analysis and assessment of RPMC as a potential candidate for future purchases or other business relationship, and shall not otherwise be used for the benefit of the recipient or others.
- b. Confidential Information shall not be copied or reproduced by the receiving party without the express written permission of the disclosing party, except for such copies as may be reasonably required for accomplishment of the purpose stated above.
- c. Confidential Information shall be disclosed only to the employees of the receiving party who have a "need to know" in connection with the purpose stated above, and shall not be disclosed to any third party without the prior written consent of the disclosing party.

- d. This Agreement shall not restrict disclosure or use of information which:
- i. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the receiving party; or
  - ii. was, at the time of receipt, otherwise known to the receiving party without restrictions as to use or disclosure; or
  - iii. becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party; or
  - iv. is developed independently by the receiving party and without reliance upon Confidential Information disclosed hereunder.

6. LIABILITY FOR INADVERTENT DISCLOSURE

Neither party shall be liable for the inadvertent or accidental use or disclosure of information identified as proprietary provided such use or disclosure occurs despite the exercise of the same degree of care as that party normally takes to safeguard and preserve its own Confidential Information.

7. WARRANTY

This Agreement does not grant any warranty or representation with respect to any exchanged confidential information, either express or implied. Neither party shall be liable in damages, of whatever kind, as a result of the other party's reliance on or use of the information provided hereunder.

8. NO FORMAL BUSINESS OBLIGATIONS

This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either party to submit a proposal to or perform a contract with the other party. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties. Neither party will be liable to the other for any of the costs, expenses, risks, or liabilities arising out of the other's efforts in connection with this Agreement.

9. SPECIFIC PERSON TO RECEIVE PROPRIETARY INFORMATION

Each party shall advise the other party of one person in its employ who will receive the Confidential Information exchanged pursuant to this Agreement. On the effective date of this Agreement the following are so named:

RPMC.

Name: Dean Micke  
Telephone: (636) 272-7227  
FAX No: (636) 272-3909

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX No: \_\_\_\_\_

11. UNITED STATES GOVERNMENT REGULATIONS

The parties and their employees shall not disclose any Confidential Information or other information furnished hereunder, or direct product thereof, in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to, the Export Administration Regulations of the US Department of Commerce, the International Traffic in Arms Regulations of the US Department of State, and the Industrial Security Manual for Safeguarding Classified Information of the Department of Defense.

12. APPLICABLE LAW

This Agreement shall be construed by the laws of the state of Missouri.

13. ENTIRE UNDERSTANDING

This Agreement contains the entire understanding between the parties concerning the subject matter hereof, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Confidential Information relating to the purpose of this Agreement. The rights and obligations of the parties shall be limited to those expressly set forth herein.

RPMC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date