

Merrill Technologies Group

Confidential Non-Disclosure Agreement (NDA)

This Agreement is effective as of _____.

As a *Customer, Visitor, Vendor or Supplier* discussing a possible *business* relationship *between* Merrill Technologies Group, a *Michigan corporation including its affiliates and subsidiaries*, and _____, either party may be exposed to information which the other party regards as proprietary and confidential. Therefore, the parties agree that all proprietary and confidential information exchanged shall be received and held in confidence, subject to the terms of this Agreement, unless otherwise exempted herein.

1. Both parties agree: (a) to maintain all Information in strict confidence and to use such information solely for the purpose of furthering their mutual relationship; (b) to limit dissemination of such Information to their employees on a need-to-know basis and to inform such employees of the existence of this Agreement and its applicability to them; and (c) to consult with the other company prior to publishing or disseminating any proprietary and confidential information.
2. The foregoing obligations of confidentiality and nonuse shall not apply to Information which you can document: (a) at the time of disclosure was generally known to the public or, after such disclosure, became generally known to the public other than by a breach of this Agreement by you; (b) was already in your possession at the time of such disclosure or (c) was later received on a nonconfidential basis from a third party having the right to impart such Information.
3. Either party may at any time terminate this Agreement effective upon written notice to the other. However, termination shall not relieve you of the obligations of confidentiality and nonuse respecting Information disclosed prior to such termination.
4. All proprietary and confidential materials shall remain the property of the disclosing entity and shall be returned to such entity and electronic media erased, upon request or upon termination of this Agreement.
5. The parties hereto at all times remain independent contractors, and no express or implied representations to the contrary shall be made.
6. To the extent that Confidential information, as defined herein, are subject to U.S. export control laws and regulations under 22 C.F.R § 120 et seq. of the International Traffic in Arms Regulations (“ITAR”) and 15 CFR § 730 et seq. of the Export Administration Regulations (“EAR”), and by entering into this Agreement, the parties agree that they will not violate any laws and/or regulations under ITAR and EAR, and that they will not, without limitation, disclose, transfer, or export Confidential Information to third parties, including foreign persons or entities whether or not related to or affiliated with such party, and/or subcontract out any work and/or orders arising from this Agreement, without first receiving express written consent from the disclosing party and as required by contract or by law, each party shall register with the Office of the Defense Trade controls.

If either party does not comply with its obligations under this paragraph or any terms specified in the Agreement, such non-complying party will indemnify, hold harmless, and defend the other party as to any violations that the non-complying party may cause under ITAR and EAR, including but not limited to the payment of civil and criminal penalties, all costs and expenses, and attorney’s fees.



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7. **This Agreement shall be governed by the laws of the State of Michigan, U.S.A. pertaining to contracts made and performed within that state, without recourse to any conflicts of laws principles.** In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that you or anyone for whom you are legally responsible has violated the terms of this Agreement, you shall be liable and pay the other party's damages, legal fees and expenses incurred in connection with any such violation. This Agreement may not be amended or modified except in writing signed by both parties. This Agreement shall be binding upon the parties hereto and their successors in business, but shall not otherwise be assignable.

Please indicate your agreement to the foregoing by signing this Agreement and returning a copy to us.

Company:

By:

Title:

ACCEPTED AND AGREED UPON THIS

_____ DAY OF _____

VENDOR NAME

By:
Signature _____

Print
Name _____

Title: _____