



ACTRON – EXTERNAL PROVIDER NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made on of the date of the signatures below, by and between Actron Entities, Inc. and the “Receiving Party” of this agreement. Whereas, the “Receiving Party” and Actron have agreed as to terms and conditions herein.

In the consideration of the disclosure of Proprietary Information, the “Receiving Party” (vendor) shall understand that the “Disclosing Party” (Actron) has disclosed or may disclose proprietary information relating to product and/or services that are manufactured and supplied to our customers. The “Receiving Party” hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information, (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person(s), (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the “Disclosing Party”, and (iv) not to copy or reverse engineer any such Proprietary Information. The “Receiving Party” shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to this information abide by the agreement set forth.

Immediately upon written request by the “Disclosing Party”, at any time, the “Receiving Party” will return disclosing Proprietary Information and all documents and media containing any such Proprietary Information and any and all copies or extracts thereof. If Proprietary Information is in a form incapable of being returned or has been copied or transcribed in another document, it shall be destroyed or erased, as appropriate.

PROPRIETARY INFORMATION shall mean any and all technical information relating to the design, operation and manufacture of Actron and its customer’s products (including, but not limited to, manufacturing drawings, and all information referred to in such manufacturing drawings), media files, prototypes, pricing, marketing plans, and other business conditions and strategies in which Actron holds confidential or considers Proprietary Information.

It shall be the CONFIDENTIALITY OBLIGATION of the “Receiving Party” to ensure all Proprietary Information and confidential information transmitted or communicated by Actron to the “Receiving Party”, in all cases, be held in confidence and not disclosed to ant third party unless written consent of Actron is first obtained. The “Receiving Party” agrees that it shall not use the Proprietary Information obtained for any purpose other than the ones specified by the purchasing contract. The “Receiving Party” shall have the right to disclose such information to its own employees, consultants or representatives who are bound by an obligation of confidentiality and who need to know such information for the purposes as specified in the purchasing contract.

The TERMS of this agreement shall be effective from the date of execution of this agreement and shall remain in force until such agreement has been terminated in writing by Actron or the “Receiving Party”, and upon written notice to the other. Such termination shall be effective thirty (30) days after receipt of such a written notice.

[Disclosure Party]

Company:	
Contact:	
Title:	
Signature:	
Date:	

[Receiving Party]

Company:	
Contact:	
Title:	
Signature:	
Date:	