

MUTUAL NON DISCLOSURE AGREEMENT

This Agreement, which is effective on _____, is made by and between LAKE SHORE CRYOTRONICS, INC., 575 McCorkle Boulevard, Westerville, Ohio 43082, USA ("LAKE SHORE") and Company Name, at Address. ("PARTY")

Background of This Agreement. LAKE SHORE and "PARTY" are evaluating the possibility of establishing and/or continuing a mutually beneficial business relationship. In connection with this evaluation, LAKE SHORE and "PARTY" each intend to disclose to the other Party certain confidential information concerning:

DESCRIBE THE TECHNOLOGY, PROCESS OR OTHER EXPOSURE OR EXCHANGE:

that each considers to be its own confidential, proprietary and/or valuable trade secrets. To facilitate this evaluation while preserving their respective rights, LAKE SHORE and "PARTY" promises and agrees that each will be bound by the following terms and conditions, which is reasonable and necessary under the circumstances:

Definitions. As used in this Agreement:

- A. "Confidential Information":
 - I. Means all information and material in any form including but not limited to, oral or documentary (written, graphic or machine readable) that is disclosed by Discloser to recipient or obtained by the Recipient through inspection or observation of Discloser's property or facilities (before or after the signing of this Agreement) that is marked or otherwise identified in writing as confidential or proprietary, or that is provided under circumstances indicating that it is confidential or proprietary to Discloser, or that otherwise would be reasonably be understood by Recipient to be confidential or proprietary to Discloser because of the nature of the information or material, itself.
 - II. Includes without limitation, any ideas, data, designs, customer lists, industry contacts, patent applications, business objectives inventions, technology disclosures, product information, and marketing plans. In addition to the foregoing,
 - III. Includes the fact that the parties have entered into discussion regarding the Relationship.
- B. "Discloser" means a Party disclosing its own Confidential Information under this Agreement; and
- C. "Recipient" means a Party receiving the other Party's Confidential Information under this Agreement.

No Unauthorized Disclosure.

Recipient will hold in strict confidence and will not disclose Discloser's Confidential Information to any third party, without Discloser's written consent. Recipient shall exercise at least the same degree of care (but in no event less than reasonable care) to protect and avoid unauthorized use or disclosure of Discloser's Confidential Information that Recipient normally accords to its own confidential and proprietary information.

Recipient may disclose Discloser's Confidential Information only to Recipient's employees and/or consultants (including but not limited to legal counsel) who:

- A. Have a need to know the confidential Information with respect to the Evaluation, and
- B. Who are bound by restrictions regarding disclosure and use of such information, comparable to and no less restrictive than those set forth herein.

Recipient shall be responsible for any breach of this Agreement by any of its employees or consultants.

Lake Shore Cryotronics, Inc.		"Party"	
Initial:	Date:	Initial:	Date:
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No Unauthorized Use.

Recipient shall use Discloser's Confidential Information solely for the purpose of evaluating the possibility of establishing and/or continuing a mutually beneficial business relationship with Discloser, and for no other purpose whatsoever. Recipient is specifically prohibited from using Discloser's Confidential Information, and any information (including evaluations) derived from Discloser's Confidential Information, for the purpose of manufacturing materials or products for sale or disposition to any third party, unless and until expressly authorized in writing by Discloser.

Recipient will not decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary,) any Confidential Information or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any confidential Information or any portion, thereof.

Discloser Retains All Ownership Rights.

All Confidential Information disclosed under this Agreement shall:

Remain the property of Discloser, and

May not be reproduced by recipient, except to the extent reasonably necessary to carry out the Evaluation, without prior written consent of Discloser.

Will be destroyed or returned to the Discloser within ten (10) days after receiving a written request from Discloser.

Limitations on Obligations Concerning Confidential Information.

Recipient shall have no obligation under this Agreement with respect to any Confidential Information which:

- A. Is known to Recipient prior to disclosure by discloser hereunder, and such prior knowledge can be demonstrated by appropriate tangible documentation or other confirmatory evidence of such prior knowledge; or
- B. is or becomes Public information, or is generally available to the public, other than by an unauthorized act or omission of Recipient in breach of this Agreement; or
- C. is subsequently disclosed to Recipient by a third party who is in rightful possession or, and has the right to disclose to the Recipient, such information; or
- D. is lawfully released or approved in advance in writing by Discloser; or
- E. is independently developed by recipient without the use of or reference to the Confidential Information of Discloser, or
- F. is required to be disclosed by order of law issued by an authorized government agency or court of competent jurisdiction, in which case Recipient shall give prompt written notice to Discloser of such order, and thereby shall give Recipient and/or Discloser the opportunity to oppose or seek a protective order or respond to such government agency or court before disclosing the relevant confidential Information.

Further, each Party may disclose the terms and conditions of this Agreement:

In confidence, to legal counsel

In confidence to accountants, banks, and financing sources and their advisors; and

In connection with the enforcement of this Agreement or any rights, hereunder.

Lake Shore Cryotronics, Inc.		"Party"	
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No Warranty

Except as otherwise agreed by both parties in writing, Discloser shall not be liable for any errors or omissions in the Confidential Information disclosed to Recipient, and the Confidential Information disclosed to Recipient is provided "As Is" with a disclaimer of any implied warranties. Disclosure of such Confidential Information shall not constitute any representation, warranty, assurance, guarantee or inducement of any kind, in particular with respect to non-infringement of intellectual property rights or rights of third persons.

No Grant of License of Property Right

Nothing in this agreement shall in any way restrict Discloser from using, disclosing and/or disseminating its own Confidential Information. Nothing in this Agreement shall be construed as a grant of any property right, by license or otherwise, in any Confidential Information disclosed under this Agreement. Nothing in this Agreement shall be construed as creating an agency, joint venture, partnership, or other formal business relationship or association between the parties.

Relief

Recipient acknowledges that this Agreement relates to, and that all such disclosures to Recipient, its agents and/ or consultants hereunder will be deemed, Confidential Information that is unique and in the nature of a trade secret, and that monetary damages may not provide adequate remedy for the breach hereof. It is, therefore, agreed that his Agreement may be specifically enforced by injunction or other such equitable relief as may be necessary to protect the integrity of the Confidential information and the subject matter of this Agreement. Any proceedings relating to any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement shall be governed and construed by the laws of the State of Ohio and shall be brought in a state or federal court located in Franklin County, Ohio.

This Agreement is Not Transferable.

This Agreement may not be sold, transferred, assigned, or otherwise disposed of, without the consent in writing of the other Party, except that either Party may assign this Agreement to any successor.

Term

Either Party may terminate this Agreement at any time upon written notice to the other Party. Upon termination of this Agreement:

- A. Recipient shall promptly return to the Discloser or destroy all materials containing or constituting Confidential information of discloser, and
- B. Recipient shall not use such Confidential Information in any way for any purpose.

The Parties' obligations under this agreement shall continue for five (5) years from the date of each disclosure of Confidential Information, and then terminate, unless the parties otherwise agree in writing.

Export Control

The Parties acknowledge that Confidential Information may be subject to US Export Control Laws and Regulations. Each Party shall comply with all applicable export and import laws and regulations during the term of this Agreement, including but not limited to the International Traffic in Arms Regulations, as amended (22 CFR Parts 120-130) ("ITAR") and the Export Administration Regulations, as amended (15 CFR Parts 730-774.) The parties shall not export, disclose, transfer, furnish or otherwise provide any article, technical data, technology, defense service or technical assistance of the other Party to any foreign country or foreign person, as defined by the ITAR, including those working for a Party, whether in the US or abroad, without obtaining in advance proper US Agency export authorization.

Amendments

This Agreement may not be amended except in a written statement signed by both parties, hereto.

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