



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into on this (**day #**) day of (**month**) (**year**), with (**Company Name**) subsidiaries and affiliates (collectively, the “Supplier”), and Sun Automation Inc., a Maryland corporation with a principal place of business at 66 Loveton Circle, Sparks, MD 21152 (“Sun”).

WHEREAS, the parties may exchange various items of information, data, plans, drawings, designs, financial information, for the purpose of a possible business transaction, or for other purposes as the parties may from time to time mutually agree.

NOW THEREFORE, in consideration for the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Sun and the Supplier agree as follows:

1. For the purposes of this Agreement, all non-public information (whether orally disclosed, provided electronically, or provided in tangible form) disclosed by or on behalf of one party to the other party or the other party's advisors regarding the disclosing party's business dealings, customers, operations, affairs, or products, shall be “Confidential Information.” Confidential Information shall also include, but not be limited to: corporate information (including, but not limited to, contractual arrangements, plans, strategies, tactics, policies, and resolutions); marketing information (including, but not limited to, sales or product plans), strategies, tactics, and methods; employment and compensation information; financial reports or other information (including, but not limited to, cost and performance data, balance sheets, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity structure, accounts receivable reports and aging, accounts payable reports, and asset holdings); and operational information (including, but not limited to, information related to intellectual property, trade secrets, designs, methods, know-how, and other proprietary information).
2. The recipient acknowledges that the providing party considers the Confidential Information to be extremely confidential and/or subject to trade secret protection. The recipient agrees that it is granted no right or license, either express or implied, to use or redistribute any of the Confidential Information (except to the recipient's legal or financial advisors for the sole purpose of assessing and consummating the proposed transaction(s)). The recipient also agrees that it disclaims all rights to all inventions, improvements, copyrightable works, designs, and derivatives related to the Confidential Information of the providing party, and, the recipient further disclaims the rights to market, license, and otherwise use the Confidential Information of the providing party, and any such inventions, improvements, and copyrightable works.
3. The recipient agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, the recipient also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the providing party in furtherance of the contemplated transaction(s); (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, and employees who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law, rule, or custom; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.
4. The provisions of this Agreement shall not apply to such parts of the Confidential Information that: (a) are in the public domain at the time it was disclosed; (b) has been independently developed by the recipient without violation of this Agreement; (c) are disclosed by recipient with the prior written consent of the providing party; (d) becomes known to the recipient from a source other than the providing party, provided



any such source is legally entitled to have and to disclose such information without restriction; or (e) are required to be disclosed by law, rule, regulation, or court order.

5. Each party acknowledges that all copies (including electronic copies) of the Confidential Information received by it are the property of the other party. The recipient shall return, or destroy, at the prior written election of the providing party, any such Confidential Information immediately upon written request therefor by the providing party.

6. Neither party may assign its rights and obligations under this Agreement. This Agreement and each party's rights and obligations hereunder shall be binding upon and inure to the benefit of the permitted assigns and successors of the parties.

7. If the a recipient is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other party as promptly as practicable so that the other party may seek an appropriate protective order or waive for that instance the provisions of this Agreement.

8. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of such right or any other right under this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

10. This Agreement constitutes the entire understanding of the parties with respect to the Confidential Information, and shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement under seal as of the date first written above.

Co. Name _____

Sun Automation Inc.

By: _____

By:

Name: _____

Name: Patricia J Carner

Title: _____

Title: Director of Operations

Date: _____

Date: _____

*****PLEASE SIGN AND FAX BACK****