



**GRAND VALLEY MANUFACTURING MUTUAL CONFIDENTIALITY  
AND NON-DISCLOSURE AGREEMENT**



This Mutual Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is made as of \_\_\_\_\_, by and between Grand Valley Manufacturing Company, Inc. (the “**First Party**”), and \_\_\_\_\_ (the “**Second Party**”). Each of the First Party and the Second Party may hereafter be referred to individually as a “**party**,” or collectively as the “**parties**.”

**RECITALS:**

• **WHEREAS**, the parties desire to share and provide certain Confidential Information (hereinafter defined) to each other to evaluate and consider an existing or potential business relationship between the parties and to evaluate and consider whether the Second Party wishes to submit a proposal to provide those goods and services to the First Party (the “**Purpose**”); and

**WHEREAS**, the parties desire to protect and preserve the non-public, confidential or proprietary nature of the Confidential Information disclosed by each to the other in connection with the Purpose; and

**WHEREAS**, in connection with such Purpose, the owners, members, shareholders, managers, directors, officers, employees, agents and other representative (“**Representatives**”) of the parties may directly or indirectly provide to the other party certain Confidential Information.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Purpose. This Agreement is intended to allow the parties to disclose Confidential Information to the other party in connection with the Purpose while protecting the parties’ respective Confidential Information.
2. Confidential Information Defined. “**Confidential Information**” means any and all information and material disclosed by a party or its Representatives (“**Discloser**”) to the other party or its Representatives (“**Recipient**”), whether in writing or in oral, graphic, electronic or any other form, regardless of whether such is marked as confidential at the time of disclosure. Any information and material provided by Discloser to Recipient, at any time before, during or after entering into this Agreement, is presumed to be Confidential Information and subject to the terms of this Agreement.

For the avoidance of doubt, Confidential Information includes without limitation any information or materials concerning Discloser’s business plans, strategy, operations, operating data, operating procedures, finances, financial plans, financial information of any kind, pricing, budgetary information, cost estimates and analyses, customers and clients, customer and client information, prospective customers and clients, prospective customer and client information, forecasts, assets, liabilities, taxes and tax information, employees, agents, employment and independent contractor agreements, internal procedures and related matters, contracts, contract language, plans, designs, discussions, memoranda, prototypes, data, notes, translations, intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), technology, applications, software, hardware, drawings, blueprints, component parts, processes, systems, data, programs, models, flow charts, inventions, improvements, descriptions, concepts, program narratives, sketches, firmware, methods, techniques, memoranda or any other documents or materials containing or based on, or generated or derived from, in whole or in part, any such disclosed information.

Notwithstanding the foregoing, Confidential Information does not include information that, as of the date of this Agreement, is (a) in the public domain through no act of Recipient, (b) is independently developed by or on behalf of Recipient without any use of the Confidential Information, (c) is known to Recipient other than by reason of his or her engagement with Discloser (as evidenced by written documentation or records in the possession of Recipient), or (d) becomes available to the Recipient from a third-party source other than the Discloser and its affiliates and subsidiaries, *provided, however*, that such third-party source is not itself bound by an obligation of confidentiality or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation to the Discloser.

3. Use and Non-Disclosure. Recipient and its Representatives recognizes and acknowledges that Discloser's Confidential Information is of substantial value to Discloser and Recipient and its Representatives agree that the Confidential Information will be used only for the Purpose and that neither Recipient and its Representatives will:

(a) not to use or cause to be used for Recipient's benefit or for the benefit of any third parties or copies or otherwise disclose to any third party in any manner, directly or indirectly, any Confidential Information or any other knowledge or information of or relating to Discloser.

(b) not modify, reverse engineer, decompile, create other works from or disassemble any software or other technology or information contained in the Confidential Information.

(c) return to Discloser or destroy and certify to such destruction, either before or immediately upon the termination of Recipient's engagement with Discloser, any and all Confidential Information and any other documents and materials of any kind relating in any way to the business of Discloser or any of its clients, whether confidential or not, including any and all copies thereof that may have been made by or for Recipient. Notwithstanding the foregoing, Recipient will not be required to return or destroy such Confidential Information where it is not technically practicable to do so.

4. Compelled Disclosures. Notwithstanding any provision herein to the contrary, in the event Recipient is legally compelled to disclose any Confidential Information, Recipient will provide Discloser with prompt written notice of such requirement and will cooperate with Disclosers in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. If such an order or arrangement is not obtained, Recipient agrees that it and its representatives and affiliates will disclose only that portion of the Confidential Information as is legally required. Any legally compelled disclosure will not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

5. No License. Except for the limited use rights expressly enumerated herein, this Agreement does not grant and shall not be construed as granting to Recipient a license or any rights under any of Discloser's Confidential Information, including, but not limited to, Discloser's patents, trademarks, copyrights, or trade secrets, or the granting of any right to use Discloser's name in connection with any proposals to third parties.

6. Remedies and Indemnification. Each of the parties agree that the obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. The parties expressly agree that due to the unique nature of Discloser's Confidential Information, monetary damages would be inadequate to compensate Discloser for any breach by Recipient of this Agreement. Accordingly, the parties acknowledge and agree that any such violation or threatened violation by Recipient will cause irreparable injury to Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser is entitled (a) to obtain injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of proving actual damages, and (b) to be indemnified by Recipient from any and all loss or harm, including, but not limited to, attorney's fees and costs, arising out of or in connection with

any breach or enforcement of Recipient's obligations under this Agreement or the unauthorized use or disclosure of Discloser's Confidential Information.

7. Miscellany.

(a) This Agreement has no expiration and can only be terminated by a written agreement of the Parties. The restrictions and obligations contained in this Agreement shall survive and continue to bind the parties, and their successors, heirs and assigns.

(b) This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, beneficiaries, executors, administrators, personal representatives, successors and permissible assigns. This Agreement may not be assigned without the consent of the other party.

(c) Nothing in this Agreement is to be construed to impose on the Disclosing Party any liability or responsibility for errors or omissions in, or any business decisions made by the Receiving Party in reliance on any Confidential Information disclosed under this Agreement.

(d) The failure or delay by a party to enforce any provision of this Agreement will not constitute a waiver thereof, nor may any single or partial enforcement by a party preclude any other further enforcement thereof or the exercise of any right, power or privilege hereunder by such party.

(e) This Agreement sets forth the entire agreement and understanding of the parties. Any and all previous discussions or agreements between the parties are hereby merged into this Agreement. This Agreement supersedes all prior agreements, arrangements, and understandings, oral or written, relating to the subject matter hereof. This Agreement may be amended only with the written consent of the parties.

(f) All notices, requests, consents, and other communications required to be given hereunder must be in writing and be given by certified or registered mail, return receipt requested or email at the following addresses:

**First Party:**

Grand Valley Manufacturing Company, Inc.

c/o: \_\_\_\_\_  
701 E. Spring St., Box 8, Bldg. 52  
Titusville, PA 16354  
email: \_\_\_\_\_

**Second Party:**

\_\_\_\_\_  
c/o: \_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

or to any such other address as a party may designate by notice duly given to the other party in accordance with the requirements of this Section. Such notices or other communications will be deemed given when actually delivered or, if earlier, 7 days after mailing.

(g) This Agreement is to be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. All disputes, actions or claims arising from or relating to this Agreement are to be brought only in the state or federal courts of

competent jurisdiction sitting in Crawford County, Pennsylvania, and all parties irrevocably consent and waive any objection to venue to the jurisdiction of such courts.

(h) The provisions of this Agreement are to be severable so that in the event any part or portion hereof may be held to be illegal, unenforceable or contrary to the public policy of the Commonwealth of Pennsylvania or of any state or jurisdiction, the remaining portions of this Agreement will remain in full force and effect.

(i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

FIRST PARTY: Grand Valley Manufacturing Company, Inc.	SECOND PARTY:
Signature:	Signature:
Printed Name:	Printed Name:
Title: _____ Date: _____	Title: _____ Date: _____