



## NON-DISCLOSURE AGREEMENT

**This Non-Disclosure Agreement** (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_ between North American Lighting, Inc.("NAL"), 2275 S. Main Street, Paris, Illinois 61944 and \_\_\_\_\_, \_\_\_\_\_, each of which are referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties may, during the course of a working relationship between the Parties or activities to explore a potential working relationship, disclose to each other certain confidential or proprietary information, and the Parties wish to assure the protection of such information.

NOW, THEREFORE, the Parties agree as follows:

1. The term "Confidential Information" as used in this Agreement shall mean any and all confidential and proprietary information or know-how of a Party, whether patented or not, including without limitation designs, specifications, inventions, drawings, engineering know-how, business techniques, processes, algorithms, trade secrets, documentation, illustrations, software, formulae, samples, financial information, business or marketing plans, pricing or cost information, customer information or trade secrets, which is disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in any form, including oral or visual disclosure or through observation or examination of a Party's facilities or processes by the other Party.

2. The term "Affiliate" means any entity that: (a) directly or indirectly controls the Party in question, (b) is directly or indirectly controlled by the Party in question, or (c) is controlled by another entity that also controls the Party in question; where such control is through stock ownership, or other equity interest, direct or indirect. NAL Affiliates include Koito Manufacturing Co. Ltd. and may include any future acquisitions by these companies or any future joint ventures by them.

3. The Receiving Party shall keep the Disclosing Party's Confidential Information in strict confidence and shall neither disclose it to any third party nor use it for any purpose other than the business conducted between the Parties or the exploration of a business relationship between the Parties. The Receiving Party shall limit its internal disclosure of Confidential Information to those employees, including employees of Affiliates, having a need to know such information for the purposes of the business conducted between the Parties. In such case, the Receiving Party shall confirm to such employees of the proprietary nature of the Confidential Information and the restrictions on disclosure set forth in this Agreement. The Receiving Party shall be responsible to the Disclosing Party for the actions of any third party or employee to which Confidential Information is disclosed by the Receiving Party. The Receiving Party shall exert a degree of care that is not less than the care it takes to protect its own confidential information of like importance, and in no event less than reasonable care.

4. The Receiving Party's duty of non-disclosure pursuant to Section 3 shall continue for five (5) years from the date of each disclosure. Either Party may terminate this Agreement at any time with respect to future disclosures of Confidential Information effective upon thirty (30) days written notice to the other Party, provided that the obligation of a Receiving Party with respect to Confidential Information received prior to termination shall continue for five (5) years as provided in this Section 4, provided that, with respect to any information that constitutes a trade secret under the Defend Trade Secrets Act (a "Trade Secret"), such obligations shall continue thereafter for as long as the information continues to meet the definition of a Trade Secret

5. This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information which: (a) was in the possession of or was known by the Receiving Party without an obligation to maintain its confidentiality prior to its receipt from the Disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement by the Receiving Party; (c) is obtained by the Receiving Party from a third party not having a duty of confidentiality; (d) is independently developed by the Receiving Party without reference to any Confidential Information communicated to the Receiving Party by the Disclosing Party; or (e) is legally compelled to be disclosed pursuant to law or government regulation or requirement, provided that the Disclosing Party is given prompt notice thereof prior to disclosure by the Receiving Party.

a. If a Receiving Party is required by law or government regulation to disclose Information of Disclosing Party ("Compelled Disclosure"), then Receiving Party will: (a) provide prompt reasonable prior notice to the Disclosing Party of the Compelled Disclosure so that Disclosing Party may take steps to protect its Confidential Information, and (b) provide reasonable cooperation to Disclosing Party in its protecting against the Compelled Disclosure or obtaining a protective order narrowing the scope of the Compelled Disclosure or use of the Confidential Information. If Disclosing Party is unable to obtain such protection against the Compelled Disclosure, then Receiving Party will be entitled to disclose the Disclosing Party's Confidential Information (aa) only as and to the extent necessary to legally comply with the Compelled Disclosure and (bb) provided Receiving Party exercises reasonable efforts to obtain reliable assurance that the Disclosing Party's Confidential Information is treated as confidential to the extent allowable by the law or government regulation requiring the Compelled Disclosure. Such Compelled Disclosure does not otherwise waive the obligations set forth in this Agreement with respect to other disclosures of such Confidential Information nor waive the Receiving Party's obligations of duty of care and restrictions on disclosure therein.

6. Confidential Information shall remain the property of the Disclosing Party. The Receiving Party shall not acquire any property rights in or any right to use Confidential Information of the Disclosing Party except for the limited right to use Confidential Information as set forth in this Agreement.

7. Upon expiration or termination of this Agreement, the Receiving Party shall immediately cease all use of the Disclosing Party's Confidential Information. At the written request of the Disclosing Party, the Receiving Party shall promptly return all documents, drawings or other materials containing Confidential Information that were delivered to the Receiving Party (and all copies or reproductions thereof), or in the alternative the Receiving Party shall certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

8. This Agreement constitutes the entire agreement between the parties concerning its subject matter. No amendment or modification of this Agreement shall be effective unless set forth in a writing referencing this Agreement that is signed by an authorized representative of each Party. The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

9. This Agreement may not be assigned to any third party without the prior written consent of the other Party.

10. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic transmission or by certified or registered overnight mail, return receipt requested, and shall be deemed given upon personal delivery, date the return receipt is signed, or upon acknowledgment of receipt of electronic transmission. Unless otherwise agreed in writing, all notices shall be sent to the addresses included in the signature block of this Agreement.

11. The Parties acknowledge that a breach of this Agreement may cause irreparable damage and hereby agree that the Disclosing Party shall be entitled to seek injunctive relief and such other relief as may be granted by a court of competent jurisdiction. In the event of any lawsuit filed against a Receiving Party to enforce this Agreement or as a result of a breach of this Agreement, including an action to secure injunctive relief or damages due to a breach of any provision of this Agreement, the Receiving Party shall be liable for payment of all court costs and expenses, including reasonable attorneys' fees, if the Disclosing Party prevails in any manner in a legal action related to the breach or enforcement of this Agreement."

12. This Agreement is made under and shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the date set forth in the first paragraph of this Agreement.

NORTH AMERICAN LIGHTING, INC. ("NAL")

[NAME OF OTHER PARTY]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

2275 S. Main Street,  
Paris, Illinois 61944

Address: \_\_\_\_\_  
\_\_\_\_\_