



## NONDISCLOSURE AGREEMENT

This Agreement, is dated as of \_\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_ (hereafter “Company”) and \_\_\_\_\_ (hereafter “Recipient”), and protects confidential information disclosed by Company (or an Affiliate, as herein defined) to Recipient for the following purpose: \_\_\_\_\_ (the “Purpose”). The following terms shall govern when Company or an Affiliate discloses Confidential Information to Recipient.

1. **"Confidential Information"** shall mean any information that is furnished by the Company and/or an Affiliate to Recipient in any form or medium and that is non-public, confidential and/or proprietary in nature, including, without limitation, all written or oral information of a proprietary, intellectual or similar nature, relating to the Company's and/or any Affiliates' business, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise (including, without limitation, pricing, documentation, agreements, reports, financial information, promotional or marketing activities, customers, business plans and proposals, ideas, concepts, trade secrets, know-how, processes, data, configuration, software, source code, reports, interpretations, forecasts and other technical or business information, whether concerning the Company's and/or an Affiliate's businesses or otherwise), and information that results from information furnished by the Company or that results from Recipient's use of the information furnished by the Company or services provided by Recipient to the Company (including without limitation test results), which has not been publicly disclosed and which the Recipient acquires directly or indirectly from the Company and/or an Affiliate, or their respective officers, directors, employees, attorneys, or accountants (herein “Representatives”), unless such information:

- a. is already known to Recipient and was properly obtained by Recipient prior to the Effective Date of this Agreement;
- b. is already in the public domain or becomes generally available to the public other than through a negligent act or omission or willful misconduct of Recipient;
- c. is acquired in good faith from a third party and at the time of acquisition Recipient has no knowledge or reason to believe that such information was wrongfully obtained or disclosed by the third party; or
- d. is independently developed by Recipient from information not defined as “Confidential Information” in this Agreement, as evidenced by Recipient's written records.

Affiliate is defined to mean any of the entities that control, are controlled by or are under common control with the Company. For purposes of this definition, “control” shall mean the possession, directly or indirectly, of a majority of the voting power of such entity (whether through ownership of securities or partnership or other ownership interests, by contact or otherwise). Without limiting the generality of the foregoing, Affiliate shall specifically include Ingersoll-Rand Company Limited, and each of its subsidiaries.

2. The Recipient shall:

- a. hold all Confidential Information strictly confidential (and cause its officers, directors, and employees to hold the same confidential) and not disclose any Confidential Information to any person or entity without the prior written consent of the Company;
- b. use the Confidential Information only for the Purpose for which it was disclosed and only for the benefit of the Company and/or an Affiliate;
- c. not permit the removal of any product identification or notices of proprietary rights located on or in the Confidential Information and shall not reproduce the Confidential Information except to the extent authorized in advance in writing by the Company, in which event Recipient shall reproduce the proprietary rights notices on any such approved reproductions, in the same manner in which such notices were set forth in or on the original;
- d. return all Confidential Information (including all copies thereof, regardless of whatever form and where located, including such originals and copies as may be in the possession of Recipient's representatives) within seven (7) days of receipt of a written request from the Company;
- e. not, and shall not permit its officers, directors, and employees to, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from any of the Confidential Information;
- f. disclose the Confidential Information only to employees with a need to know and who have signed a confidentiality agreement requiring the Recipient employee to be bound by the terms of this Agreement; and



- g. otherwise disclose Confidential Information only to the extent required by law. Recipient shall give the Company 10 day's prior written notice of any mandated disclosure and shall cooperate in good faith within any reasonable and lawful actions which the Company takes to resist such disclosure, limit the information to be disclosed or limit the extent to which the information so disclosed may be used or made available to third parties.
3. Information disclosed under this Agreement shall be subject to the terms hereof until such time as the Information ceases to be Confidential and becomes public domain or becomes generally available to the public other than through a negligent act or omission or willful misconduct of or breach of this Agreement by Recipient.
4. NEITHER THE COMPANY NOR ANY AFFILIATE MAKES ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY, COMPLETENESS OR RELIABILITY OF THE INFORMATION SO DISCLOSED. The Company, its directors, officers and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Recipient and/or its Representatives.
5. In the event that Recipient shall breach this Agreement, or in the event the Company has reason to believe that breach appears to be an imminent possibility, the Company shall be entitled to all legal and equitable remedies available to the Company. The parties agree that the Company shall have the right to seek an injunction without need for posting bond.
6. Unless earlier terminated, this Agreement shall terminate upon the later of the following: (i) three (3) years following the date first above written and (ii) two (2) years following the end of the parties' business relationship in connection with the Purpose. The Company may terminate this Agreement upon thirty (30) days prior written notice to the Recipient. Notwithstanding any such termination, all rights and obligations (including those of confidentiality, use, and non-disclosure) hereunder shall survive with respect to the Confidential Information disclosed prior to the date of such termination.
7. Recipient shall assign and hereby assigns to the Company all intellectual property (i) conceived, developed or first reduced to practice, either individually or jointly, during the performance of Recipient's obligations under this Agreement or (ii) incorporating or benefiting from the Confidential Information.
8. Neither party has any obligation under this Agreement to purchase any service or item from the other party.
9. This Agreement shall be governed by and construed under the laws of the State of New York excluding its "choice of law" or "conflict of law" rules. It represents the full and complete agreement of the parties hereto with respect to the disclosure of the Confidential Information; and it supersedes and cancels all prior communications, understandings and agreements between the parties with respect to the disclosure of information for the purposes previously recited, whether oral, expressed or implied. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties hereto. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns, provided that the limited rights granted under this Agreement to review and use Confidential Information may not be assigned without the consent of the Company. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A facsimile copy hereof shall suffice as an original.



**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

**RECIPIENT:**

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By: -----

Title: -----

Date: -----