



ECMI

Environmental
Controls &
Methods
Incorporated

Nondisclosure Agreement

Reciprocal Nondisclosure Agreement

This agreement is consummated on the date last written below by and between:

Party A, a company *Environmental Controls & Methods, Inc.*, with its principal offices located at 5594 N. Hollywood Blvd. Whitefish Bay, WI 53217:

and

Party B, _____:

The parties agree as follows:

1. Disclosure

(a) To further the business relationship between the parties, each party finds it beneficial to disclose to the other party certain information that is nonpublic, confidential, or proprietary in nature and has been designated as such in writing by the Disclosing Party. Such disclosures may include, but are not limited to, business plans and technology, techniques, operations, product software programs, computer systems and design, communications networks, product development plans, business directions marketing plans, financial information, data arrangement and acquisition, production schedules and introduction dates, product pricing, and other technical or business information (hereinafter "Confidential Information") of either party.

(b) All information conveyed shall be considered Confidential Information and shall be subject to restricted use as provided herein.

2. Restricted use

With respect to Confidential Information provided under this Agreement, the recipient to whom Confidential Information is disclosed shall:

(a) hold Confidential Information in confidence and not disclose it to any third party, including any parent, subsidiary, or affiliate company, and such party shall use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information of like importance;

(b) use Confidential Information only for the purpose set forth herein, except as may otherwise be agreed in writing by authorized individuals;

(c) except for performing the purpose of this Agreement, not copy or otherwise duplicate Confidential Information, or knowingly allow anyone else to copy or otherwise duplicate any Confidential Information then under its control without the disclosing party's written approval;

(d) advise its employees of their obligations of trust and confidence with respect to Confidential Information and disclose Confidential Information only to its employees who have a need to know; and

(e) not permit, participate in, or condone any acts of reverse engineering, software disassembly analysis, or reproduction of or distribution of any Equipment or Software.

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3. Exceptions

The party to whom such Confidential Information is disclosed shall have no obligation to preserve the confidential/proprietary nature of Confidential Information which:

- (a) is already in the possession of the recipient or recipient's affiliate free of any obligation of confidence;
- (b) is or becomes publicly available without breach of this Agreement;
- (c) is rightfully received from a third party who is not under any obligation of confidentiality;
- (d) is independently developed by the recipient or its affiliates without access to the Confidential Information; or
- (e) is approved for release by written authorization of the disclosing party.

4. Return of information

Either party, upon request of the other, shall promptly return all Confidential Information with all copies made thereof.

5. Assistance

Each party warrants that each of its employees who shall have or may have access to Confidential Information are bound not to disclose such Confidential Information. The parties agree to fully assist each other in all matters relating to protection from unauthorized disclosure of Confidential Information (e.g., reminding employees of nondisclosure obligations during employment and at exit interviews, notifying the other party immediately upon discovery of an employee's or former employee's alleged breach of his/her obligations, and providing all reasonable assistance to the other in any proceeding brought against such employee or former employee to prevent disclosure or further disclosure of the Confidential Information).

6. General

- (a) No license is granted by this Agreement or by any disclosure of Confidential Information hereunder, and the disclosure of Confidential Information shall not constitute any representation, assurance (except that Confidential Information disclosed by either party to the other shall not be in violation of the proprietary rights of any third party), guarantee, or inducement.
- (b) This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.
- (c) No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Nothing in this Agreement shall prohibit either party from entering into the same or similar agreements with any other party.
- (d) This Agreement shall govern all disclosures of Confidential Information between the parties that are made during the period from the date of this Agreement becomes effective to the date on which either party receives from the other written notice that subsequently disclosed Confidential Information shall not be governed.
- (e) The parties agree that, in the event one party is required to bring any action to enforce the provisions of this Agreement, the damages to such party for improper disclosure of the Confidential Information or breach of this Agreement may be irreparable, and such party is entitled to equitable relief, including, but not limited to, an injunction or preliminary injunction, in addition to all other remedies available at law or in equity. The prevailing party in any such enforcement action shall be entitled to collect from the other party all expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, USA.

7. Entire agreement

This Agreement constitutes and expresses the entire Agreement and understanding between the parties superseding any prior understanding, commitments, or agreements, oral or written, with respect to the Confidential Information hereof. Any changes or modifications to this Agreement must be in writing and signed by an authorized representative of both parties before taking effect.

The undersigned parties do hereby agree to abide by the provisions of this Agreement.

Executed this _____ day of _____, 20____.

Witness:

Party A.

By: _____

Title: _____

Witness:

Party B

By: _____

Title: _____