

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is effective on _____, 20____, and is between **AVATAR ENGINEERING, INC.**, 14360 W. 96th Terrace, Lenexa, Kansas 66215 (“AVATAR”), and _____ (“Customer”).

AVATAR is engaged in the design of electronic controls. Customer may from time to time engage AVATAR to provide services pursuant to separate purchase orders of Customer or other forms of project agreements. In order to define the terms and scope of each such project and to enable AVATAR to perform the services required for each such project, Customer may from time to time disclose to AVATAR **CONFIDENTIAL INFORMATION** (as defined in this Agreement) of Customer, which **CONFIDENTIAL INFORMATION** AVATAR agrees to keep in confidence in accordance with the terms of this Agreement.

1. **Confidential Information.** The term “**CONFIDENTIAL INFORMATION**” means any information which is proprietary to Customer, which is not generally known other than by Customer, and which Customer discloses to AVATAR, whether in written, electronic or oral form, and which is clearly marked “**CONFIDENTIAL**” or otherwise clearly identified as such by Customer at the time of disclosure to AVATAR. **CONFIDENTIAL INFORMATION** shall include business records and plans, trade secrets, technology, technical information, products, inventions, product design information, computer programs and listings, and source and/or object code. **CONFIDENTIAL INFORMATION** does not include information which is or becomes part of the public domain other than as a result of disclosure by AVATAR, is received by AVATAR from a third party without restrictions similar to those contained in this Agreement, is known by AVATAR at the time of disclosure to AVATAR, is independently developed by AVATAR, is furnished to a third party by Customer without restrictions on the third party’s rights similar to those contained in this Agreement, is disclosed by operation of law, or is approved in writing for release by an authorized representative of Customer. All **CONFIDENTIAL INFORMATION** shall be and remain the property of Customer.

2. **Non-Disclosure.** AVATAR agrees to hold in confidence and to not disclose the **CONFIDENTIAL INFORMATION** to any person or entity other than authorized representatives of Customer, employees of AVATAR and third party subcontractors having a need to know in connection with a request for quotation and/or subcontract purchase order (and who have on file with AVATAR, a written Confidentiality Agreement) without the prior written consent of an authorized representative acting on behalf of Customer. AVATAR shall not use any such **CONFIDENTIAL INFORMATION** except on behalf of Customer.

3. **Compelled Disclosure.** In the event AVATAR is required by judicial or administrative rule or order to disclose any **CONFIDENTIAL INFORMATION**, AVATAR shall promptly notify Customer, allow Customer a reasonable time to oppose such

disclosure, cooperate fully in such opposition, and assist Customer, at the expense of Customer, in obtaining a protective order if the **CONFIDENTIAL INFORMATION** must be disclosed.

4. **Return of Confidential Information.** Promptly upon the request of Customer, AVATAR shall return to Customer all (or such portions specifically requested) **CONFIDENTIAL INFORMATION**.

5. **Relationship of Parties.** No right or license, express or implied, is granted to AVATAR with respect to any **CONFIDENTIAL INFORMATION**. Nothing in this Agreement obligates Customer to disclose any **CONFIDENTIAL INFORMATION** to AVATAR or creates an agency or partnership relationship between AVATAR and Customer.

6. **Governing Law.** This Agreement shall be governed by the law of Kansas.

7. **Injunctive Relief.** Customer shall be entitled, in addition to all other remedies available to it at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce any provisions of this Agreement.

8. **Entire Agreement.** This Agreement contains the entire agreement of the parties and may not be amended unless agreed to in writing by both parties.

9. **Authorized Representatives.** For purposes of this Agreement the authorized representatives of Customer shall be: _____

_____ until changed by written notice to AVATAR.

AVATAR Engineering, Inc.

“Customer”

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____