

FUJITSU GENERAL AMERICA, INC.

353 Route 46 West, Fairfield NJ 07004
Phone: 973-575-0381 Fax: 973-836-0449



NONDISCLOSURE AGREEMENT

In order to protect certain confidential information which may be disclosed between FUJITSU GENERAL AMERICA, INC., a Delaware corporation ("FGAI"), and the recipient identified below, the parties hereby agree:

1. The Discloser (s) of Confidential Information is (are): Participant

2. A party ("Recipient") who receives Confidential Information of the other party ("Disclosure") under this Agreement shall use Confidential Information only for the following purpose.

Use by **Company name**: _____

Use by Participant: _____

3. Confidential Information shall mean information proprietary to each discloser hereunder, including technical data; hardware and software specifications; information related to such part's or its affiliates' product planning, pricing, marketing, research, and development; and any other information specifically designated by the disclosing party as confidential, disclosed in connection with this Agreement, more specifically set forth on Exhibit A. Recipient's obligations shall be limited to Confidential Information which is received by Recipient from Discloser and is (a) either communicated in writing or other tangible form and marked confidential, or (b) if communicated in any other manner, is identified at the time of receipt as confidential, and is followed within thirty (30) days by a written summary marked confidential.

4. Recipient shall (a) protect the confidentiality of and take all reasonable steps to prevent unauthorized disclosure, dissemination, publication or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality; (b) not disclose confidential Information to anyone except those of its employees who have a need to know; and (c) advise the Discloser in writing in the event it becomes aware of any misappropriation or misuse of Confidential Information by any person and provide assistance to the Discloser in any proceedings or lawsuit related thereto.

5. No copies of any Confidential Information may be made without the Discloser's prior written consent. Anything furnished to the Recipient as well as all copies, notes, memoranda, drawings or sketches made relating to the Confidential Information are and shall remain the property of the Disclosing Party and shall, upon the Discloser's request, be promptly returned to Discloser accompanied by all copies of such items.

6. Recipient's obligation of confidentiality shall not apply to information which: (a) is previously known to Recipient; (b) is in or enters the public domain through no wrongful act of Recipient; (c) is independently developed by Recipient; (d) is rightfully received from a third party without restriction and without breach of this Agreement; (e) is furnished to a third party by the Discloser without similar restrictions on such party's rights; (f) is approved for release by Discloser's written authorization; or

(g) is required to be disclosed by order of governmental agency or legislative body or a court of competent jurisdiction.

7. The above obligations imposed by this Agreement shall terminate three (3) years from the date this Agreement is signed by both parties.
8. Nothing in this Agreement shall obligate either party to disclose any information to the other party or enter into any other agreement with the other party. Each Recipient acknowledges that if the Discloser is required to bring an action to enforce the provisions of this Agreement, the damages will be irreparable and difficult to measure and that the Discloser shall be entitled to injunctions and other equitable relief in addition to any other relief available. Should an action be brought, the prevailing party shall be entitled to a reasonable sum for attorney's fees and costs in addition to any other relief which may be awarded. Recipient shall adhere to all relevant U.S. Export Administration Laws and Regulations.
9. This Agreement shall be governed by the laws of the State of New York.

Participant:

FUJITSU GENERAL AMERICA, INC.

353 Route 46 West

Fairfield, NJ 07004

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

Document Title

Document Number

Revision/Date