

Confidentiality and Non-Disclosure Agreement

THIS AGREEMENT, made as of the _____ day _____ in the year _____, is by and between

THE ERASER COMPANY, INC., P.O. Box 4961, Syracuse, New York 13221, ("Eraser"), and

_____, ("_____"), (Eraser and _____ collectively, the Companies").

PURPOSE

The Companies wish to explore the possibility of a business relationship involving the quotation and/or furnishing of automation systems and/or components, which would necessarily require the exchange of information between the Companies, including the exchange of technology, trade secrets, or other business information, which each party desires to keep proprietary and confidential. Therefore, in order to promote an environment conducive to an open exchange of information, to the extent necessary for each party to adequately evaluate whether to pursue the business relationship, it is necessary to require each party to keep confidential any information belonging to the other party, as provided herein.

1. Definition.

For purposes of this Agreement "Confidential Information" shall include but not be limited to any technical data, know-how, specifications, software, developments, inventions, processes, procedures, designs, drawings, machinery, marketing or financial information, research and development information, strategic or future planning, or other proprietary information, of a party which may be disclosed during the course of the relationship between the Companies, either directly or indirectly, or of which either party may become aware during the course of the relationship of the Companies, and which is designated in writing as Confidential Information.

In addition, Confidential Information shall include all the information described on a schedule to this Agreement, which schedule, when executed by parties hereto, shall become incorporated into this Agreement.

Confidential Information shall not include information which (1) is in the possession of the non-disclosing party at the time of disclosure as clearly demonstrated by the files and records of the non-disclosing party in existence immediately prior to the time of disclosure; or (ii) before or after disclosure to the non-disclosing party, is part of the public knowledge or literature, not as result of any action or inaction of the non-disclosing party; (iii) is approved for release by written authorization of the disclosing party; or (iv) is disclosed to the non-disclosing party by a third party having legal right to disclose the information.

2. Non-Disclosure of Confidential Information.

Neither party shall use or disclose the Confidential Information belonging to the other party for its own use or for any purpose except to evaluate the possibility of a business relationship with the disclosing party. Nothing in this Agreement shall prevent a party from disclosing Confidential Information to its employees to the extent necessary to evaluate the possibility of a business relationship. Each party shall take all reasonable steps to prevent disclosure or use of the Confidential Information to or by third parties and to prevent it from falling into public domain or the possession of unauthorized persons. Each party shall advise the other party in writing of any misappropriation or misuse by any person of Confidential Information of which either party may become aware.

3. Return of Materials.

Any materials or documents containing Confidential Information, which are disclosed or furnished by a party hereunder, shall be promptly returned to such party, accompanied by all copies of such documentation at the earlier of the such party's request for return of the materials or the termination of any business relationship between the Companies. No copies of any Confidential Information belonging to the disclosing party may be made unless permitted in writing by the such party.

4. No License.

No license or other right is granted or implied or may be inferred by the reason of the disclosure of Confidential Information, whether a trade secret, or under any patent, patent application, copyright, copyright application, or otherwise.

5. Term.

The foregoing commitments in this Agreement shall terminate in three (3) years following the date of this Agreement.

6. Remedies.

The Companies acknowledge that a breach of this Agreement by either party will result in irreparable harm to the other party and will not be compensable in money damages, and that a remedy at law for any such breach or threatened breach of any provision of this Agreement may therefore be inadequate. The Companies therefore agree that each party will be entitled to relief at equity, including injunctive relief, in case of any such breach or threatened breach.

7. Severability.

In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement and all other provisions shall remain in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to activity, subject matter, terms or geographic area, such provisions shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

8. Miscellaneous.

This Agreement is binding upon and for the benefit of the parties, their successors and assigns, provided that the right to disclosure of Confidential Information may not be assigned. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to its rules regarding conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Your Company:

Company: _____

Address _____

By: _____

Signature: _____

Title: _____

The Eraser Company, Inc.

By: _____

Signature: _____

Title: _____