MUTUAL NON-DISCLOSURE AGREEMENT

**THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into as of the date of last signature below by and between:**

**Snap-on Company: Company:**

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|  **[insert legal entity name and address]** | and  | **[insert legal entity name and address]** |
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| (hereinafter referred to as “Snap-on”) |  | (hereinafter referred to as “Company”) |

 **WHEREAS**, each party represents that it has developed and possesses certain information, including technical and business information, some of which it considers to be confidential;

 **WHEREAS**, the parties desire to evaluate the possibility of entering into, are currently entering into, or previously have entered into one or more business arrangements (the “Purpose”); and

 **WHEREAS** during the course of their dealings with each other in connection with such activities, the parties may periodically disclose to one another Confidential Information only in support and furtherance of the Purpose.

 **NOW THEREFORE**, the parties hereto agree to the following:

1. Each party may disclose (“Disclosing Party”) only as much of its Confidential Information to the other party (“Recipient”) as is necessary to further the Purpose.
2. “Confidential Information” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects that is marked confidential, known by the Recipient to be confidential, of a nature that is generally considered to be confidential, or which the Recipient should reasonably have known to be confidential given the nature of the information and the circumstances surrounding its disclosure. Confidential Information includes, without limitation, personal data or personally identifiable information (collectively “personal information”), financial information, documents, prototypes, samples, trade secrets, know-how, services, processes, procedures, personnel, customers, marketing plans, plant and equipment, business operations, strategies, computer software and systems of the parties or any companies affiliated with the parties.
3. Confidential Information used by the Recipient will only be used for the Purpose. Recipient agrees to keep in confidence and not disclose to any third party any Confidential Information received from the Disclosing Party during the course of their dealings with each other. Confidential Information may be disclosed to those employees of Recipient who have a need to know such information in furtherance of the Purpose and who have agreed in writing to be bound by legally enforceable nondisclosure obligations to the Recipient. Confidential Information will not be reproduced in any form except as required to accomplish the Purpose.

WITH SNAP-ON’S PRIOR WRITTEN APPROVAL, WHICH MAY BE PROVIDED OR WITHHELD IN SNAP-ON’S SOLE AND ABSOLUTE DISCRETION, COMPANY MAY DISCLOSE CONFIDENTIAL INFORMATION TO ITS SUB-SUPPLIER (SUBCONTRACTOR) WHO HAVE A NEED TO KNOW SUCH CONFIDENTIAL INFORMATION AND WHO HAVE SIGNED LEGALLY ENFORCEABLE NONDISCLOSURE OBLIGATIONS AT LEAST AS RESTRICTIVE AS THE TERMS OF THIS AGREEMENT.

1. Nothing in this Agreement requires either party to disclose any Confidential Information or to receive or accept disclosure of Confidential Information from one party to the other.
2. The Recipient’s obligation to maintain the Disclosing Party’s Confidential Information in confidence does not apply to any portion of such Confidential Information that, as a whole:
	1. is approved for release by written authorization of the Disclosing Party;
	2. is or becomes public knowledge through no wrongful act of the Recipient;
	3. is already known by the Recipient free of an obligation of confidentiality, as evidenced by Recipient’s written records;
	4. is lawfully obtained by the Recipient from a third party without an obligation of confidentiality;
	5. is independently developed by the Recipient without the use or benefit of the Disclosing Party’s Confidential Information; or
	6. is disclosed pursuant to any applicable law, regulation or lawful order or process, provided the Recipient promptly notifies the Disclosing Party of the disclosure requirement where not legally prohibited, to permit the Disclosing Party to oppose or limit such disclosure, and furnishes only such limited portion of the Confidential Information as is necessary to comply with the legal requirement and makes reasonable efforts to obtain an order or other assurance that the Confidential Information will receive confidential treatment.
3. The Recipient agrees that it will process personal information only for the Purpose and in accordance with the instructions of the Discloser. The Recipient will take appropriate security measures to protect the personal information. Recipient will not collect, use, retain, disclose, sell, or otherwise make personal information available for Recipient’s own commercial purposes or in a way that does not comply with the California Consumer Privacy Act of 2018, as amended, and any related regulations or guidance provided by the California Attorney General (“CCPA”). Recipient certifies that it understands this Agreement's and the CCPA's restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties' direct business relationship, and it will comply with them.
4. All Confidential Information is provided “AS IS,” without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for particular purpose, or any other warranty, express or implied. Neither party will be liable to the other for any damages, loss, expense or claim of loss arising from the Recipient’s use of or reliance on the Confidential Information of the Disclosing Party.
5. The terms of confidentiality under this Agreement will not be construed to limit either party’s right to independently develop or acquire products without the use of the other party’s Confidential Information or other violation of this Agreement.
6. This Agreement and the fact that the parties are cooperating and that discussions are taking place or a contract has been entered into are deemed Confidential Information.
7. Each party’s obligation hereunder (as a Recipient) to maintain in confidence any specific item of Confidential Information received from the other party will terminate five (5) years after disclosure of the specific item of Confidential Information, except for trade secret information, which will not be disclosed for so long as the disclosing party maintains it as a trade secret.
8. Nothing contained in this Agreement will be construed as preventing or prohibiting either party from disclosing its own Confidential Information to third parties.
9. Upon the request of the Disclosing Party, the Recipient will promptly return or destroy the Confidential Information it received, in whatever form, without retaining any copies or excerpts thereof, provided, however, that the Recipient’s counsel may retain one copy of the returned or destroyed items for archival purposes.
10. If Company is a permanent resident of the U.S., or a corporation, partnership or entity existing under the laws of the U.S., Snap-on and Company will attempt amicably to resolve any controversy, dispute or difference arising out of any dealings under this Agreement, failing which either party may initiate litigation. Litigation may be brought only in the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division or, if such court lacks subject matter jurisdiction, in a Wisconsin state court in Kenosha County. The parties submit to the jurisdiction of said courts and waive any defense *of forum non conveniens*. The parties waive all rights to jury trials.
11. If Company is a permanent resident of a country other than the U.S., or is a corporation, partnership or entity existing under the laws of any country other than the U.S., the parties will attempt to amicably resolve any controversy, dispute or difference arising out of any dealings under this Agreement. If those efforts are unsuccessful, then the parties agree any controversy, dispute or difference will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) by one or more arbitrators appointed in accordance with such ICC Rules. The place for arbitration will be Milwaukee, Wisconsin, U.S. and proceedings will be conducted in the English language. The award will be final and binding on both Snap-on and Company, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrator’s award. Any claim will be made by filing a demand for arbitration within two (2) years following the aggrieved party’s first knowledge of the occurrence first giving rise to the claim. Each party will bear all of its own costs of arbitration, except that the fees of the arbitrator will be divided equally between the parties. The arbitrator will have no authority to amend or modify the terms of this Agreement or to award punitive or exemplary damages, and the award may be enforced by judgment.
12. Each party has the right to seek from the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division or, if such court lacks subject matter jurisdiction, in a Wisconsin state court in Kenosha County, provisional remedies including, but not limited to, temporary restraining orders or preliminary injunctions at any time, whether before, during, or after arbitration. The parties submit to the jurisdiction of said courts and waive any defense *of forum non conveniens*. Seeking any such provisional remedies will not be deemed to be a waiver of either party’s right to compel arbitration.
13. Confidential Information may be used only as provided herein. Each party will retain ownership of all rights, including all intellectual property rights, in its Confidential Information. No other right, immunity or license to the Confidential Information, either express or implied, is granted by either party to the other pursuant to this Agreement under any patent, patent application, copyright, trademark or other intellectual property right, now or hereafter owned or controlled by either party.
14. Any formal notice provided in connection with this Agreement will be given in writing by certified mail, prepaid, return receipt requested, directed to the parties at the addresses on the first page of this Agreement.
15. This Agreement will be governed by the laws of the State of Wisconsin without giving effect to its conflicts of laws provisions.
16. “Snap-on Company” means any member of the group consisting of Snap-on Incorporated and all of its direct and indirect subsidiaries and affiliated companies. The Snap-on Company party to this Agreement is entering this Agreement on behalf of itself, and to the extent applicable and appropriate, any other Snap-on Company which delivers Confidential Information.
17. The parties agree not to furnish to one another any trade secret, proprietary know-how or confidential information acquired from third parties. Further, each party represents and warrants that it is free to divulge, without any obligation to or violation of the rights of any third party, any and all information which it will demonstrate, divulge or in any other manner make known to the other pursuant to this Agreement. Each party will exonerate, indemnify and hold harmless the other from and against any and all liability, loss, cost, expense, damage, claims or demands for actual violation of the rights of any third party in any trade secret, proprietary know-how or other confidential information by reason of the other’s use or receipt of Confidential Information disclosed hereunder.
18. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement supersedes all prior agreements and understanding between the parties regarding the exchange or use of Confidential Information. A waiver of any right hereunder does not imply a waiver of any other rights and no waiver alternation modification or amendment shall be effective unless made in writing and signed by authorized representatives of the parties.
19. This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute one single Agreement between the parties. Any signature made by electronic or facsimile means, and any electronic or facsimile copy of either party's signature, shall be deemed and be enforceable as an original thereof.

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| **SNAP-ON:** |  | **COMPANY:** |
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| By:  |        |  | By: |        |
| Printed Name: |        |  | Printed Name: |        |
| Title:  |        |  | Title:  |        |
| Snap-on Company: |        |  |  |        |
| Date:  |        |  | Date:  |        |