

(d) if requested by Discloser, disclose its business relationship with Discloser.

4. Exceptions. The obligations set forth in Section 3 above shall not apply to Confidential Information that:

(a) before the time of its disclosure was already in the lawful possession of the Recipient; or

(b) at the time of its disclosure to Recipient is available to the general public or after disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or

(c) Recipient demonstrates with appropriate written documentation to have been lawfully independently developed by Recipient without the use of or reliance upon any Confidential Information of the other party and without any breach of this Agreement.

5. Procedures. Recipient shall upon request describe to Discloser the procedures it uses to protect Confidential Information of Discloser, and shall thereafter at its own initiative advise Discloser of any changes in such procedures.

6. Ownership; No License. Each Party shall retain ownership of all rights, including all intellectual property rights, in its Confidential Information. Nothing in this Agreement shall be deemed by implication or otherwise (a) to convey to Recipient any right under any patent, patent application, invention, or other proprietary right owned by Discloser or anyone associated with Discloser; or (b) to create a commitment of any kind by either Party to enter into any further agreement with the other Party. Company shall not export, directly or indirectly, any technical information acquired from ODL pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

7. Ownership; No Reverse Engineering. Recipient agrees not to assert any claim of title or ownership to the Confidential Information or any portion thereof. If Confidential Information consists of computer software disclosed in object code form, Recipient shall not, and shall not permit any other party to, reverse engineer, reverse compile, or disassemble such object code, or take any other steps to derive a source code equivalent thereof. If Confidential Information is embodied in an item, such as a model or prototype, then except as specifically approved in writing by Discloser, Recipient shall not, and shall not permit any other party to, reverse engineer such item to derive drawings, plans, or designs, specifications, or other embodied

information, and any such derived information shall constitute Confidential Information protected by this Agreement.

8. Disclosures Required by Law. If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

9. Term and Duration. This Agreement shall become effective as of the Effective Date and shall perpetually govern all disclosures made between the Parties until such time as the Parties agree otherwise in a written instrument signed by both Parties. The obligations set forth in this Agreement shall survive indefinitely.

10. Warranty. Discloser represents and warrants that it has the right to make the disclosures under this Agreement and that Recipient's use of the Confidential Information in accordance with this Agreement will not infringe any trademark, copyright, patent, trade secret or other proprietary right of a third party. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

11. Disposal of Confidential Information. Recipient agrees to return to Discloser all copies of Confidential Information promptly upon Discloser's request at any time. If return is impossible as to any portion of the Confidential Information, or upon Discloser's request, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed. Provided, if an archived copy which cannot be deleted, is made by Recipient's automatic backup system before the destruction request is made by Discloser, then Recipient shall destroy all such Confidential Information other than such archived copy, and Recipient shall remain subject to the restrictions on use of Confidential Information set forth herein for such archived copy.

12. On-Site Visits. Any employee, director, officer, agent or consultant of one Party that enters the premises or property of the other Party shall follow all

policies and procedures of the other Party in place on those premises, including, without limitation, all policies and procedures relating to health, safety and the protection of confidential or trade secret information.

13. Remedies. The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief.

14. Assignment. Neither Party may assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.

15. Miscellaneous. No failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may be modified or waived only by a separate writing signed by Discloser and Recipient expressly so modifying or waiving any provision of this Agreement. If any

provision or provisions of this Agreement shall be held, for any reason, to be illegal, invalid or nonenforceable, then the remaining provisions shall nonetheless be legal, valid and enforceable provisions. This Agreement does not reduce or supplant the protections contained in the Uniform Trade Secrets Act. Notices required or permitted with respect to this Agreement shall be given in writing by (a) personal or courier delivery, (b) registered or certified mail with return receipt, (c) facsimile transmission with confirmed receipt, or (d) electronic mail with confirmed receipt. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the Parties with respect to the subject matter. This document may be executed in one or more counterparts each of which shall be an original, but all of which together shall constitute one and the same agreement. Any signature of this Agreement through facsimile shall constitute execution of this Agreement by such party. This Agreement may be modified or waived only by a separate writing signed by both Parties.

16. Governing Law. This Agreement shall be governed by the laws of the State of Michigan without regard to conflicts of law principles.

The parties have signed this Agreement as of the Effective Date.

ODL, Incorporated

By: _____
(Signature)

(Type or Print Name)

Title: _____

(Type or Print Name of Party)

By: _____
(Signature)

(Type or Print Name)

Title: _____

**** NOTE:** This document is posted on the ODL supplier web page at <https://www.odl.com/suppliers> and any future revisions must be updated there as soon as it is issued.