

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made _____, 2021
BY AND BETWEEN

SIG SAUER, Inc.
72 Pease Boulevard
Newington, NH 03801

and _____

 (“Recipient”);

known collectively as the “Parties”.

WHEREAS

- A. The Parties anticipate entering into discussions relative to and, if appropriate, proceeding with future business relationships between the Parties (“Purpose”) during which SIG SAUER may disclose Proprietary Information (as defined below) to Recipient; and
- B. The Parties acknowledge that there is a commercial need to regulate how such Proprietary Information is to be treated so as to protect the interests and proprietary rights to disclosed Proprietary Information;

NOW THEREFORE in exchange for promises made and other good and valuable consideration, sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Proprietary Information

- 1.1 Proprietary Information means any non-public confidential information:
 - 1.1.1 which is disclosed hereunder to Recipient in writing and is designated by an appropriate stamp, marking, or legend thereon to be of a proprietary nature to the disclosing party; or
 - 1.1.2 which is orally or visually disclosed to such party and is identified at time of disclosure as being proprietary to the disclosing party, provided that, within thirty (30) days of such oral or visual disclosure, a written notice specifically identifying such orally or visually disclosed proprietary information is provided by SIG SAUER to the Recipient.
- 1.2 Proprietary Information shall not include any information which the Recipient can, using contemporaneous and dated records, show:
 - 1.2.1 was lawfully known to the Recipient before such Proprietary Information was disclosed by SIG SAUER; or
 - 1.2.2 is or subsequently becomes freely accessible (other than by direct or indirect breach of its obligations hereunder, or wrongful act, or omission, by the Recipient) in the public domain;
 - 1.2.3 has been or subsequently is disclosed by SIG SAUER to an unconnected third party without any restriction on use or disclosure and the third party subsequently and lawfully discloses the same to the Recipient without any restriction on use or disclosure; and
 - 1.2.4 is independently developed by any employee or officer of the Recipient without access to, reference to, use or knowledge of the Proprietary Information disclosed by SIG SAUER.

2. Obligations

- Proprietary Information provided to Recipient by SIG SAUER will be held in confidence, and Recipient will not be held liable for inadvertent or accidental disclosure provided that it:
- 2.1 takes proper, and uses all reasonable, measures to maintain the confidentiality of such Proprietary Information and not disclose such Proprietary Information to any other Party;
 - 2.2 applies the same standard of care to the protection of the Proprietary Information received as it uses in the protection of its own Proprietary Information, which shall be at least a reasonable standard of care;
 - 2.3 uses such Proprietary Information solely for the Purpose of this Agreement;
 - 2.4 permits access to such Proprietary Information on a need to know basis only to such of its directors, employees, consultants and agents (or in the case of an unincorporated entity, its principals) as is necessary for the Purpose provided that such individuals are bound by an existing obligation of confidentiality in terms no less onerous than these and are informed of the need to protect against disclosure of Proprietary Information;
 - 2.5 refrains from making copies of Proprietary Information unless necessary for the Purpose or with the prior written consent of SIG SAUER, in either case limiting the number of copies to the absolute

minimum;

2.6 upon discovering the loss or unauthorized disclosure of Proprietary Information received under this Agreement, it notifies SIG SAUER thereof and takes all reasonable steps to retrieve, and prevent further unauthorized disclosure of such Proprietary Information;

2.7 agrees to return or destroy all Proprietary Information at the request of SIG SAUER.

3. Required Disclosure

If Recipient is required by a valid legal order to disclose any Proprietary Information, Recipient shall, prior to such disclosure, notify SIG SAUER of such requirement.

4. Ownership and Rights in Proprietary Information

The Parties agree and acknowledge that SIG SAUER claims sole and absolute ownership of the Proprietary Information disclosed and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Proprietary Information; no option, license, or conveyance of such rights to the Recipient are granted or implied under this Agreement, by way of estoppel or otherwise; and if any such rights are to be granted to the Recipient, such grant shall be expressly set forth in a separate written instrument.

5. Relationship of the Parties

This Agreement is not intended to, and shall not, constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, nor constitute or imply any promise or intention to make any purchase of products or services, nor be construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties. Each party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither party shall have any authority to bind the other party except as specifically set forth herein.

6. Export

The Parties acknowledge that Proprietary Information may be subject to US export control laws and regulations. The Parties agree that any export from the US of any Proprietary Information shall comply with the International Traffic in Arms Regulations and the Export Administration Act, as well as any other applicable regulations and laws. Proprietary Information may not be exported outside the US or released or transferred inside the US to a foreign person without prior written approval of SIG SAUER.

7. Term and Termination

This Agreement shall terminate twelve (12) months from the date of execution, or sooner upon notice by one of the parties. Notwithstanding termination, the Parties acknowledge that the obligations set out in this Agreement shall continue for a period of three (3) years from the date of disclosure; provided that with respect to Proprietary Information that constitutes a trade secret under the laws of any jurisdiction, such obligations will survive such expiration until, if ever, such Proprietary Information loses its trade secret protection other than due to an act or omission of Recipient.

8. Governing Law

This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New Hampshire, without regard to the conflict of laws provisions of such state.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement to be effective on the date first set forth above.

SIG SAUER, Inc. _____

Signature

Signature

Melissa L.B. Lyons, Senior Counsel _____

Printed Name and Title

Printed Name and Title