



StingRay Optics, LLC
310 Marlboro St., 2nd Floor
Keene, New Hampshire 03431

V: 603-358-5577
F: 603-358-5579
info@stingrayoptics.com
www.stingrayoptics.com

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT DATED THE ____ DAY OF _____, 20__ IS MADE BETWEEN StingRay Optics, LLC having an office located at 310 Marlboro Street, 2nd Floor, Keene, NH 03431 (hereinafter referred to as "StingRay") AND _____ having an office located at _____ (hereinafter referred to as ("_____")). (Each of STINGRAY and _____ being referred to hereafter as a "Party", and collectively as "Parties").

WHEREAS: STINGRAY and _____ desire to exchange certain confidential and proprietary information ("Proprietary Information") relating to current, future product information, designs (to include end product and tooling) processes, procedures, financials, and other business, including but not limited to the development of optical components and assemblies.

This Agreement is intended to set forth the terms and conditions relative to the exchange, disclosure, protection and use of Proprietary Information for the purpose stated above.

Preferred points of contact with respect to the transmission and control of Proprietary Information exchanged hereunder are designated by the respective parties as follows:

_____	StingRay Optics
_____	Jennifer Myers or Shannon Larbig
_____	310 Marlboro Street, 2 nd Floor
_____	Keene, NH 03431
_____	(603) 358-5577
_____	jmyers@stingrayoptics.com
_____	Or Shannon@stingrayoptics.com

NOW IT IS HEREBY AGREED AS FOLLOWS:

A. For the purposes of this Agreement the term "Proprietary Information" shall mean any information originally disclosed by one Party ("the Disclosing Party") to the other [another] Party ("the Receiving Party") [directly or through another Party] under this Agreement, whether in writing, orally, visually, in the form of samples, models or otherwise, provided that such information, if written, is clearly and conspicuously marked as being proprietary or confidential and that if oral, visual or in other non-written form is designated as Proprietary Information at the time of disclosure and is confirmed by the Disclosing Party as such in writing within 30 days of its being disclosed. All the protection and restrictions in this Agreement as to the use and disclosure of Proprietary Information shall apply during the said period of thirty days.

B. The Receiving Party shall:



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- (i) Hold the Disclosing Party's Proprietary Information confidential to itself and restrict access thereto to such of its employees who need to know it for the purposes referred to in the Recitals, and
- (ii) Not use Proprietary Information other than for the purposes referred to in the Recitals, and
- (iii) Not disclose Proprietary Information to any third party without the prior written consent of the Disclosing Party.

The obligations and restrictions provided in this Clause (B) shall survive termination or expiry of this Agreement for a period of 5 years.

C. The obligations and restrictions provided in Clause (B) hereof shall not apply to information, which the Receiving Party can show:

- (i) to have been in the unrestricted possession of the Receiving Party at the time of disclosure hereunder, or
- (ii) to have been or become available to the public otherwise than by breach of this Agreement, or
- (iii) to have first been lawfully obtained from a third party, not a Party hereto, without notice of such restrictions as to use and disclosure, or
- (iv) to have been developed by the Receiving Party, independently of any Proprietary Information.

D. For the purposes of this Agreement, "Protectively Marked Information" shall mean information, documents and material of all kinds which the Disclosing Party's Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by handing over.

Notwithstanding any provisions of this Agreement:

- (i) Each party hereto undertakes to follow such security procedures as are notified to it by the Disclosing Party as having been prescribed by or on behalf of its respective Government with respect to:
 - (a) disclosure of any Protectively Marked Information to the other[s];
 - (b) receipt of Protectively Marked Information from the other[s];
 - (c) protection, use and handling of Protectively Marked Information received from the other[s],



- (ii) Any Protectively Marked Information disclosed by one party hereto shall whatever the method of disclosure be identified by the Disclosing Party as Protectively Marked Information at the time of disclosure.
 - (iii) Not reproduce confidential information in any form except as required to accomplish the intent of this agreement. Any reproduction of any confidential information of the other party by either party shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other party.
 - (iv) The provisions of this clause (D) are to remain in effect notwithstanding any termination by expiration of time or otherwise of this Agreement.
- E. The obligation to keep Proprietary Information confidential to itself will be satisfied if the Receiving Party utilizes in respect thereof the same controls as it employs to avoid disclosure, publication and dissemination of its own Proprietary Information of a similar nature, provided not less than a reasonable standard of care is used.
- F. The Parties understand and agree that the Receiving Party does not acquire by implication or otherwise any right in or title to or license in respect of Proprietary Information by virtue of any disclosure made pursuant to this Agreement other than for the purposes set out in the Recitals.
- G. This Agreement shall subsist for three (3) years from the date hereof and shall then automatically terminate unless renewed by mutual consent in writing.
- H. On termination of this Agreement for any reason the Receiving Party shall retain no Proprietary Information and shall upon the request of the Disclosing Party either return to the Disclosing Party or destroy all Proprietary Information which is in a tangible form and is in the possession of the Receiving Party pursuant to this Agreement, together with all copies thereof.
- I. No Party shall assign or transfer its rights and/or obligations pursuant to this Agreement (other than for the purposes of corporate reconstruction, reorganization, merger or analogous proceeding) without the prior written consent of the other Party [Parties].
- J. Subject to Clause (D) above this Agreement shall apply in lieu of and notwithstanding the terms or conditions in any specific legend or restrictive statement associated with any information exchanged hereunder and the duties of the Parties shall be determined exclusively by the terms and conditions of this Agreement.
- K. This Agreement is intended to facilitate only the exchange of Proprietary Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other business organization or agency arrangement and no Party shall have the authority to bind [the other] [any of the others] without the separate prior written agreement thereof. No Party hereto has an obligation to supply information hereunder and no Party has an obligation hereunder to enter into any contract with [the] [any] other Party. No Party has an obligation under this Agreement to offer for sale products using or incorporating the Proprietary Information.



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- L. Each Party shall perform its respective obligations hereunder without charge to the other Party/Parties.
- M. This Agreement contains the complete and entire understanding between the parties on the subject matter hereof and supersedes all discussions, proposals, understandings or agreements, oral or written, relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.
- N. No exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in any Party under or pursuant hereto shall constitute a waiver by that Party of that or any other right, power or remedy.
- O. The Parties shall each designate a single address and person in their organization to receive disclosures under this Agreement. For STINGRAY and _____, that address and person shall be:

Christopher Alexay
 Chief Optical Designer
 StingRay Optics, LLC
 310 Marlboro Street, 2nd Floor
 Keene, NH 03431
 calexay@stingrayoptics.com

- P. This Agreement shall be governed by and the rights and obligations of the Parties shall be construed in all respects in accordance with the state of New Hampshire, and the Parties hereby irrevocably agree to submit to the New Hampshire courts.
- Q. This Agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the US Government pursuant to such laws and regulations.

For the convenience of the parties, this agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and both of which taken together, shall constitute one agreement binding on both parties.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

Signed for and on behalf of

Signed for and on behalf of

StingRay Optics, LLC

Name:

Name: Chris Alexay

Date:

Date: