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CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made and entered into on _____(mm/dd/yyyy), by SAS Automation, LLC. (DISCLOSER), having an address at 1200 South Patton Street " Xenia, OH 45385 and _____ (RECIPIENT), having an address at _____.

The parties wish to discuss certain information including, without limitation, product specifications, methods of manufacture, process descriptions, performance data, raw material specifications, analytical methods and data, certain financial information, products, drawings and marketing information, protocols, techniques, and results of experimentation and testing, which are not generally known, relating to _____(herein after referred to as "Confidential Information" which Discloser feels is proprietary to itself). The attached marked Exhibit(s) are part of said Confidential Information.

NOW, THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Discloser will disclose to Recipient only such Confidential Information it deems necessary for said discussion.
2. Recipient will hold in strict confidence and not use such Confidential Information in any form or otherwise disclose to any other person or company any and all such information hereunder except insofar as the same:
 - a) was known to the Recipient prior to such disclosure as established by documentary proof provided by the Recipient;
 - b) is or becomes known to the public by general publication, except when the publication is by the Recipient; or
 - c) is given to the Recipient by a third party having a right to do so as established by documentary proof provided by the Recipient.
3. The obligations of non-disclosure and non-use above set forth shall terminate five (5) years from the date of disclosure of any such Confidential Information.
4. Nothing in this agreement will imply or be construed to imply the grant of any license rights under any patents, trademarks, copyrights or other proprietary property.
5. This agreement supersedes all prior agreements with respect to confidential information exchanged between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first written above.

Recipient Signature:

Recipient Title:



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