

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made as of the [__] day of _____ 2012, by and between _____, a corporation organized and existing under the laws of _____ and MERSEN USA Newburyport-MA LLC, a corporation organized and existing under the laws for the State of Delaware (each a "Party" and collectively the "Parties").

WHEREAS the Parties wish to discuss and evaluate, opportunities relating to _____ (*describe the project*);

WHEREAS, the Parties therefore desire to set forth their agreements regarding confidentiality, costs and public announcements.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I - CONFIDENTIALITY

1.1 As used in this Agreement, the term "Confidential Information" of a Party shall mean and encompass all information, know-how and data, whether technical or non-technical, which is in any way at any time disclosed to either Party by or on behalf of the other Party during the term of this Agreement and which may or may not be marked CONFIDENTIAL, or is disclosed visually or orally (whether or not it is subsequently summarized in a writing and which may or may not be marked CONFIDENTIAL).

1.2 For a period of three years from the effective date of this Agreement, the Parties shall keep the Confidential Information confidential, not use it for any other purpose than the discussion and evaluation of the possible cooperation and prevent its disclosure or use by others, except on a confidential basis to anyone for whom either Party is responsible and who needs such Confidential Information for the purposes of this Agreement.

In fulfilling this obligation, each Party shall use at least the same standard of care in safeguarding the Confidential Information as its use in protecting their own Confidential Information.

1.3 The obligation under paragraph 1.2 above shall not apply to the extent that Confidential Information:

- (i) was known by the receiving Party from sources other than the disclosing Party prior to receipt of same and is documented in written records possessed by the said Party prior to such time; or
- (ii) is at the time of disclosure to the receiving Party in the public domain or subsequently becomes part of the public domain without a breach of his confidentiality obligations hereunder by the receiving Party; or
- (iii) is disclosed to the receiving Party by a third party without any obligation of secrecy to the disclosing Party, or
- (iv) is disclosed by the disclosing Party in a written form accompanied by a statement that such information is being disclosed on a non-confidential basis to any third party; or

- (v) is independently developed and documented by employees of the receiving Party who have no had access to the Confidential Information disclosed by the disclosing Party.

1.4 It is understood by the Parties that the Confidential Information **may** relate to products that are under development or planned for development.

1.5 Neither Party makes any warranties regarding the accuracy of such Confidential Information or accepts responsibility for any expenses, losses, or action incurred or undertaken by the other Party as a result of the receipt thereof. It is further understood that the disclosure of such Confidential Information does not warrant that a Party will introduce any product to which the Confidential Information disclosed is related.

1.6 No right, title or interest in, or license to, any patents, trade secrets, copyrights, or other intellectual property of the other Party is granted or conveyed by either of the Parties to the other.

1.7 Neither Party shall copy, duplicate or otherwise reproduce any documents containing all or any parts of the Confidential Information, (except for internal purposes only or for providing to any third party consultants and/or advisors for whom such matters need to be disclosed for the purposes of this Agreement) without the prior written consent of the other Party. Upon expiration of, or earlier termination, of this Agreement, and upon written request of either Party, the Parties agree to return to each other all Confidential Information (originals and copies) within thirty (30) days.

1.8 No waiver by either Party of any breach of any condition of these confidentiality provisions shall be construed as a waiver of any subsequent breach, whether of the same or of any other condition of the provisions.

1.9 In the event that one of the Parties, or anyone to whom Confidential Information is disclosed pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, such Party (the "Compelled Party") shall provide the other Party with prompt notice so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or in the event that the other Party waives compliance with the provisions of this Agreement, the Compelled Party will furnish only that portion of the Confidential Information which the Compelled Party is legally required to disclose and will seek to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

1.10 If any provision of this Agreement is not enforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby. No failure or delay in exercising any right, power or privilege hereunder will 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.

1.11 The receiving Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by the receiving Party and that the disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as remedies for any such breach. Such remedies shall not be deemed to be exclusive remedies but shall be in addition to all other remedies available at law or in equity to the disclosing Party.

1.12 The receiving Party acknowledges that it will insure full compliance of this agreement by any third party consultants and/or advisors to whom such information is provided under paragraph 1.7 above.

ARTICLE II - COSTS

Each Party agrees to be responsible for its own legal, accounting or other costs or expenses for discussions or work undertaken in respect of this Agreement.

ARTICLE III - PUBLIC ANNOUNCEMENT

The Parties shall keep in strict confidence the existence of this Agreement and of its content as well as the fact that they are conducting discussions of the matters contemplated herein and shall not make any disclosure relating thereto to any third party, except on a confidential basis to anyone for whom either Party is responsible and to whom such matters need to be disclosed for the purposes of this Agreement. Neither of the Parties shall make any public announcement regarding the matters contemplated in this Agreement, without the prior written agreement of the other. No such announcement is anticipated at this stage.

ARTICLE IV - LIABILITY

Either Party may withdraw from discussions at any time. The entering into this Agreement, implies no warranty or liability to the other party and nothing herein shall bind the parties in any way or create any liability between the parties, except under the provisions relating to Confidentiality and to Public Announcement, unless and until a definitive written agreement is executed and delivered by the parties.

ARTICLE V - GENERAL

This Agreement contains the complete understanding between the Parties in connection with the subject matter of this Agreement. The effective date of this Agreement is the date first written above. It shall expire automatically three years from that date, unless extended by a written instrument executed by both parties. The provisions relating to Confidentiality and to Public Announcement shall survive the expiration of this Agreement for an additional period of 2 years.

ARTICLE VI – GOVERNING LAW

The laws governing this Agreement shall be the laws of the State of Massachusetts.

IN WITNESS WHEREOF, the parties have caused duplicate copies of this Agreement to be executed by their duly authorized officers, on _____.

[_____]

By: _____

MERSEN _____

By: _____