

MUTUAL NON-DISCLOSURE AGREEMENT

PPM MNDA Rev. B · October 2026 · Supersedes all prior revisions

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of the Effective Date below by and between **Parker Precision Molding, Inc.**, a Pennsylvania corporation with its principal place of business at 129 Landmark Lane, Rostraver Township, PA 15012 ("PPM"), and the company identified below (the "Other Party"). PPM and the Other Party are each a "party."

Other Party (legal name): _____ Effective Date: _____

Address: _____

1. PURPOSE

The parties wish to exchange certain confidential information in connection with evaluating, quoting, and performing manufacturing, engineering, tooling, supply, or related business between them (the "Purpose"). Either party may disclose ("Discloser") or receive ("Recipient") Confidential Information under this Agreement.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by Discloser to Recipient, in any form, that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. It includes, without limitation, drawings, CAD models, specifications, samples, tooling and mold designs, processes, process parameters, programs, know-how, inventions, product plans, pricing, costs, quotations, customer and supplier information, and business and financial information.

3. EXCLUSIONS

Confidential Information does not include information that Recipient can show: (a) is or becomes publicly available through no fault of Recipient; (b) was rightfully known to Recipient without restriction before receipt from Discloser; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed by Recipient without use of Discloser's Confidential Information.

4. OBLIGATIONS

Recipient shall: (a) use Confidential Information only for the Purpose; (b) not disclose it to any third party except as permitted by this Agreement; and (c) protect it with at least the same degree of care it uses for its own confidential information of similar importance, and no less than reasonable care. Recipient may disclose Confidential Information only to its employees, contractors, and professional advisors who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as these. Recipient is responsible for any breach by such persons. Recipient shall not reverse engineer any samples, prototypes, or tooling provided by Discloser except as required for the Purpose.

5. REQUIRED DISCLOSURE

If Recipient is required by law, regulation, or court order to disclose Confidential Information, Recipient will, where legally permitted, give Discloser prompt written notice and reasonable cooperation so that Discloser may seek a protective order, and will disclose only the portion legally required.

6. RETURN OR DESTRUCTION

Upon Discloser's written request, or upon termination of this Agreement, Recipient shall promptly return or destroy all Confidential Information in its possession, including copies held in electronic systems, and confirm destruction in writing on request. Recipient may retain copies required by law or by its record-keeping and quality system obligations, or that reside in routine electronic backups, provided they remain subject to this Agreement.

7. OWNERSHIP; NO LICENSE; NO WARRANTY

All Confidential Information remains the property of Discloser. Nothing in this Agreement grants Recipient any license or right in Discloser's patents, copyrights, trade secrets, or other intellectual property, except the limited right to use Confidential Information for the Purpose. Confidential Information is provided "as is" without warranty of any kind. Nothing in this Agreement obligates either party to enter into any purchase order or further transaction.

8. TERM

This Agreement covers disclosures made during the three (3) years following the Effective Date, unless terminated earlier by either party on thirty (30) days' written notice. Recipient's obligations for each item of Confidential Information continue for five (5) years after its disclosure, and for trade secrets, for as long as the information remains a trade secret under applicable law.

9. REMEDIES

Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages would be inadequate. Discloser shall be entitled to seek injunctive relief or specific performance, without the necessity of posting bond, in addition to any other remedies available at law or in equity.

10. GENERAL

This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions, and the parties consent to the jurisdiction of the state and federal courts located in or for Westmoreland County, Pennsylvania. This Agreement is the entire agreement between the parties concerning its subject matter and supersedes all prior agreements regarding it. It may be amended only in a writing signed by both parties. Neither party may assign this Agreement without the other's written consent, except to a successor to substantially all of its business. If any provision is held unenforceable, the remainder stays in effect. This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original.

PARKER PRECISION MOLDING, INC.

Company: Parker Precision Molding, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

OTHER PARTY

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____