



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter the "Agreement") is dated as of \_\_\_\_\_ and is entered into by and between \_\_\_\_\_ Corporation, a \_\_\_\_\_ Corporation with an office at \_\_\_\_\_ and **Trans Cable International Corporation**, a Texas Corporation, with an office at 800 E. 2<sup>nd</sup> St, Bonham TX 75418.

**Whereas**, business information deemed proprietary or confidential may be disclosed by the parties hereto during the course of discussions to evaluate the possibility of entering into or continuing a business relationship; and whichever party provides information to the other is hereinafter referred to as PROVIDER and the party receiving the "RECIPIENT"; and

**Whereas**, the parties hereunder seek to maintain the confidentiality of any information that may be disclosed by either party, and the protection of that information is material inducement for both parties to enter into or continue any business relationship between them.

Now, **Therefore**, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. RECIPIENT acknowledges that in the course of discussions and pursuant to any subsequent agreement between the parties, PROVIDER may make available to RECIPIENT Trade Secrets and Confidential Information (collectively "Confidential Data") about it and its affiliates' business practices and plans not generally known and available to the public. The Confidential Data may be written, oral, recorded, or in computer format.
  - (a) The term "Trade Secrets" means any scientific or technical information, design, process, procedure, formula or improvement that is valuable and not generally known to PROVIDER'S competitors. To the fullest extent consistent with the foregoing, Trade Secrets shall include, without limitation, all information and documentation, whether or not patented, copyrighted or trademarked, pertaining to the design, specifications, capacity, testing, installation, implementation and customizing techniques and procedures concerning PROVIDER'S products and services.
  - (b) The term "Confidential Information" means any data or information and documentation, other than Trade Secrets, which is valuable to PROVIDER and not generally known to the public, including but not limited to:
    - i) Product information, including but not limited to designs, specifications, modifications, advancements and discoveries;
    - ii) Financial information, including but not limited to earnings, assets, debts, prices, fee structures, volumes of purchases or sales, or other financial data, whether relating to PROVIDER generally, or to particular products, services, geographic areas, or time periods;



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- iii) Supply and service information, including but not limited to information concerning the goods and services used or purchased by PROVIDER, the names and addresses of suppliers, term of supplier service contracts, or of particular transactions, or related information about potential suppliers, to the extent that such information is not generally known to the public, and to the extent that the combination of suppliers or use of particular suppliers, though generally known or available, yields advantages to PROVIDER the details of which are not generally known;
  - iv) Marketing information, including but not limited to details about ongoing or proposed marketing programs or agreements by or on behalf of PROVIDER, marketing forecasts, results of marketing efforts or information about impending transactions;
  - v) Personnel information, included but not limited to employees' personal or medical histories, compensation or other terms of employment, actual or proposed promotions, hiring resignations, disciplinary actions, terminations or reasons therefore, training methods, performance or another employee information;
  - vi) Customer information, including but not limited to any compilations of past, existing or prospective customers, customer proposals or agreements between customers and PROVIDER, status of customer accounts or credit, or related information about actual or prospective customers; and
  - vii) Business information, including but not limited to business plans, minutes or board meetings, financial reports, strategic plans, operations manuals and best practices memoranda.
  - viii) Manufacturing information, including but not limited to production output, capacity, equipment and processes, material consumption, operational costing, profit margins.
2. RECIPIENT acknowledges that all Confidential Data furnished by PROVIDER is a matter of strict confidentiality.
  3. RECIPIENT agrees that it will employ the same security measures to protect Confidential Data received from PROVIDER that it would apply to its own comparable confidential information (but in no event will the receiving party exercise less than a reasonable degree of care in handling Confidential Data). Without limiting the generality of the foregoing, RECIPIENT further agrees that it will not distribute, disclose or convey to third parties any Confidential Data, except as may be specifically authorized in writing by PROVIDER.
  4. RECIPIENT agrees that: a) its employees only shall be granted access to Confidential Data after they have been informed as to the confidential nature of the Confidential Data and agree to be bound by the terms of this Agreement; b) Confidential Data shall not be distributed, disclosed or conveyed to any consultant, subcontractor, attorney, insurance/reinsurance/benefits vendor, accountant, bank or financial lending institution (collectively "Permitted 3<sup>rd</sup> Party") unless such



Permitted 3<sup>rd</sup> Party certifies its agreement in writing to be bound by the provision of this Agreement, c) it shall not make use of any Confidential Data received from PROVIDER for its own benefit or for the benefit of a third party.

5. RECIPIENT agrees that should the Confidential Data become the subject of a request or requirement of disclosure pursuant to subpoena, summons, search warrant or governmental order, it shall notify PROVIDER immediately upon receipt of such request. If PROVIDER objects to the release of the Confidential Data, RECIPIENT shall permit counsel, chosen and funded by the PROVIDER, to represent it in order to resist release of, or seek an appropriate protective order with respect to, the Confidential Data.
6. The obligations set forth in this Agreement shall not apply to a) Confidential Data: i) which has come into the public domain through no fault or action of RECIPIENT; ii) which was lawfully disclosed to RECIPIENT by a third party not under a confidentiality agreement with PROVIDER iii) which has independently developed by RECIPIENT not otherwise in violation or breach of this Agreement; or iv) which was rightfully known to RECIPIENT prior to the effective date of this Agreement, or b) any disclosure specifically authorized in writing by PROVIDER.
7. RECIPIENT agrees that without PROVIDER's written consent, it will not use the company names, trade names, service marks or trademarks of PROVIDER or reveal the existence of this Agreement or the terms or conditions hereof in any advertising, publicity release or sales presentation.
8. RECIPIENT agrees that all Confidential Data shall at all times remain the sole property of PROVIDER, and shall be returned, including any copies made thereof, upon request of PROVIDER, except as may be limited by law.
9. RECIPIENT further agrees that it will not disclose to any third party (excepting a Permitted 3<sup>rd</sup> Party) the nature of the discussions concerning the existence of a potential business relationship between the parties without prior written authorization.
10. The disclosure of receipt of information hereunder in no way obligates either party to enter into or continue any business relationship with the other party and does not preclude either party from entering into discussions or agreements of any kind whatsoever with any other party, provided such discussions or agreements do not violate any provisions of this Agreement.
11. This Agreement is effective as of the date first indicated above and shall continue for a period of five years from the date of last disclosure of Confidential Data. The obligations to maintain the confidentiality of the Confidential Data shall survive the termination of this agreement and the return of any Confidential Data.
12. Notwithstanding anything in this Agreement to the contrary, including the preceding paragraph, the parties agree that any agreement executed between them as a result of these discussions shall incorporate the confidentiality provisions contained herein, and this Agreement shall be deemed to continue in full force and effect during all terms of such subsequent agreement.
13. This Agreement is binding on the parties and their successors and assigns, and its provisions may be waived only by written agreement of the parties.



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14. This agreement shall apply to and be binding upon any all divisions, subsidiaries, or related corporate entities of both parties, exiting now or in the future.
15. This Agreement shall be governed by the internal laws of the State of Texas, without regard to conflict of laws principles.

**In Witness Whereof**, the parties here have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: **Trans Cable International**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_