

## CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This AGREEMENT is effective July \_\_\_\_\_, 2016, between the Westchester Plastics Division of Ametek, Inc. ("AMETEK"), a Delaware corporation with a place of business located at **Nesquehoning, PA USA** and \_\_\_\_\_ (the "Company") a \_\_\_\_\_ corporation with a place of business located at \_\_\_\_\_.

WHEREAS, the Company and AMETEK and its agents are presently engaged in discussions with respect to (the "Proposed Transaction"); and

WHEREAS, in connection with these discussions, the parties may disclose to each other, orally, in writing, by inspection or otherwise, Confidential Information with respect to \_\_\_\_\_; and

WHEREAS, the parties desire to formally set forth their understanding and agreement with respect to the treatment of the Confidential Information and have done so in the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. "Confidential Information" is defined as all knowledge, data, statistics, business plans, records, trade secrets, business secrets, operational methods, customer lists, concepts, designs, samples, processes, ideas, policies and other business, financial, technical or proprietary information, in whatever form or medium (for e.g., electronic, hard copy or graphic), which may be disclosed by a party, its officers, employees, contractors, agents, consultants, or representatives (collectively, "Employees") to the other party or its Employees.

2. Confidential Information shall not include information which:

- a. Is or becomes publicly known through no wrongful act on the part of the receiving party;
- b. Is already known to the receiving party at the time of disclosure and that the receiving party can demonstrate evidence of prior knowledge;
- c. Is received by the receiving party on a non-confidential basis from a source other than the other party or any of its Employees;
- d. Is independently developed by the receiving party without breach of this Agreement;

- e. Is explicitly approved for release by written authorization of the disclosing party; or
- f. Is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed; provided, however, that the receiving party gives the disclosing party sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Confidential Information and thereafter discloses only the minimum Confidential Information required to be disclosed in order to comply.

3. The receiving party shall retain any Confidential Information in strictest confidence and shall not use, exploit, disclose or permit the use, exploitation or disclosure of any Confidential Information obtained from the disclosing party, except to persons or entities directly involved in the Proposed Transaction and then, only to the extent necessary in connection with the Proposed Transaction, or as otherwise required by law. The receiving party shall inform any of its Employees to whom Confidential Information is disclosed of the existence of this Agreement and of its provisions, and that the Confidential Information has been shared with the receiving party in strict confidence. The receiving party also shall take all reasonable measures to ensure that its Employees keep any Confidential Information strictly confidential, and not use or exploit any of the information in any manner without the written consent of the disclosing party.

4. In addition, the parties shall not, and shall direct their Employees not to disclose to any person or persons the fact that discussions or negotiations are taking place concerning the Proposed Transaction, or any of the terms, conditions or other facts with respect to the Proposed Transaction, including the status thereof.

5. The parties acknowledge that the disclosing party may be irreparably damaged in the event that any of the terms of this Agreement are violated and therefore the disclosing party may seek relief through any available equitable remedies, including, without limitation, issuance of an injunction restraining the unauthorized copying, duplication, use or disclosure of any Confidential Information furnished to the receiving party or any of its Employees. Such enforcement shall be in addition to any other rights or remedies available to the disclosing party under applicable law and all remedies shall be cumulative and not exclusive of any other remedy.

6. Upon completion, or at any time upon request, all records, whether written, recorded or otherwise, of the Confidential Information, whether such records were made by either party, shall be returned to the disclosing party, together with any and all copies of said records, except one (1) legal file copy.

7. Each party acknowledges that neither the other party nor any of its Employees accepts responsibility for or makes any representations or warranties, express or implied, with respect to the accuracy or completeness of any Confidential Information or other information provided to the other party, and that none of them is under any duty or obligation to update any such Confidential Information, or other information or to correct any inaccuracies in it which may become apparent, and that

none of them shall be subject to any liability to you or any other person resulting from any use of any such Confidential Information or other information.

8. Neither party, by execution of this Agreement, shall be committed to the consummation of the Proposed Transaction until such time as a written agreement is reached by and between the parties.

9. Nothing in this Agreement shall be construed as granting or transferring any rights in, or license to use, any trademark, patent, copyright, trade secret or other intellectual property.

10. The parties shall not remove or export from the United States or re-export from any location any Confidential Information received from the other party or any product derived from or incorporating any Confidential Information received from the other party, except in compliance with, and with all licenses and approvals required under all applicable U.S. and foreign export laws and regulations, including, without limitation, those of the U.S. Department of Commerce, the U.S. Department of State and the U.S. Department of Treasury.

11. Subject to the restrictions on the use and disclosure of Confidential Information in this Agreement, neither the discussions between the parties with respect to the proposed transaction nor the disclosure of Confidential Information shall be construed as requiring any party to refrain from engaging in any business the same as or similar to the business in which the other is now engaged.

12. This Agreement shall terminate five (5) years from the date hereof. Either party may terminate this Confidentiality Agreement prior to that time by sending written notice of its intent to do so to the other party at least thirty (30) days prior to such termination.

13. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws principle. Any action or claim brought by either party under this Agreement shall be brought in the appropriate state or federal court of the Commonwealth of Pennsylvania.

15. This Agreement constitutes the entire understanding between AMETEK and the Company concerning the subject matters hereof. It merges and supersedes all prior and contemporaneous discussions, representations and writings concerning the subject matter hereof, whether oral or written. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties hereto.

16. The invalidity or unenforceability of any term or provision contained in this Agreement shall not void or impair this Agreement's remaining provisions which shall remain in full force and effect as if no such invalid or unenforceable provision existed.

17. It is further understood that the failure or delay by either party in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, preclude any other or further exercise thereof, or the exercise of any right power or privilege hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Westchester Plastics Division  
AMETEK, INC.

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

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

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

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