**THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into as of the date of last signature below by and between:**

**Snap-on Company: Company/Sub-supplier:**

|  |  |  |
| --- | --- | --- |
|  ***[insert legal entity name and address*]** | and  | **[*insert legal entity name and address*]** |
|  |  |  |
|  |  |  |
|  |  |  |
| (hereinafter referred to as “Snap-on”) |  | (hereinafter referred to as “Company”) |

Joining this Agreement pursuant to its obligations under that certain Mutual Non-Disclosure Agreement, by and between Supplier and Snap-on:

**Supplier:**

|  |  |
| --- | --- |
|  | **[*insert legal entity name and address*]** |
|  |  |
|  |  |
|  |  |
|  | (hereinafter referred to as “Supplier”) |

 **WHEREAS**, Company desires to provide services and/or products, directly or indirectly, to Snap-on;

 **WHEREAS**, Company desires to receive a disclosure of information from Snap-on, including without limitation, confidential, proprietary, or commercially sensitive information, in connection with an existing or possible business arrangement involving the following project: **[*insert project or relationship description*]** involving Supplier as the primary supplier of goods and/or services to Snap-on (“Purpose”); and

 **WHEREAS**, such Confidential Information (as hereinafter defined) is of great value to Snap-on; however, Snap-on is willing to disclose such Confidential Information to Company in furtherance of the Purpose, but only if Company does not disclose the Confidential Information to others or use it for the benefit of Company or others.

 **IN** **CONSIDERATION** of the above premises, the covenants and obligations herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. COMPANY MAY ONLY DISCLOSE CONFIDENTIAL INFORMATION TO EMPLOYEES, AGENTS AND ADVISORS WITH A NEED TO KNOW SUCH INFORMATION TO ACCOMPLISH THE PURPOSE. COMPANY WILL NOT DISCLOSE SNAP-ON CONFIDENTIAL INFORMATION TO ANY OTHER PERSON OR ENTITY. COMPANY WILL TAKE ALL NECESSARY PRECAUTIONS TO MAINTAIN THE SECRECY AND CONFIDENTIALITY OF SNAP-ON CONFIDENTIAL INFORMATION. COMPANY WILL NOT, DIRECTLY OR INDIRECTLY, USE OR PERMIT THE CONFIDENTIAL INFORMATION TO BE USED, OTHER THAN FOR THE BENEFIT OF SNAP-ON.
2. “Confidential Information” means any information disclosed by Snap-on to Company, either directly or indirectly, in writing, orally or by inspection of tangible objects that is marked confidential, known by the Company to be confidential, of a nature that is generally considered to be confidential, or which Company should reasonably have known to be confidential given the nature of the information and the circumstances surrounding its disclosure. Confidential Information includes, without limitation, personal data or personally identifiable information, financial information, documents, prototypes, samples, trade secrets, know-how, services, processes, procedures, personnel, customers, marketing plans, plant and equipment, business operations, strategies, computer software and systems of Snap-on or any companies affiliated with Snap-on.
3. Snap-on may disclose Confidential Information, in its discretion, to Company upon the following conditions, which are accepted by Company:
	1. The Confidential Information to be disclosed will be selected and determined solely by Snap-on;
	2. The Confidential Information disclosed will be received and held in strict confidence by Company and any employee, agent or advisor of Company that receives Confidential Information will be made aware of the obligations herein and will be bound by legally enforceable nondisclosure obligations at least as restrictive as those stated herein;
	3. Company will take all steps as may be necessary to prevent the disclosure of Confidential Information to others, but in no event will such steps be less than the most stringent steps used by the Company in protecting its own proprietary information;
	4. Company will not use the Confidential Information in any respect other than for the Purpose and Confidential Information will not be reproduced in any form except as required to accomplish the Purpose; and
	5. Company will maintain in confidence the fact that Company has a relationship with Snap-on, is working with Snap-on, is assisting Snap‑on, and has received Confidential Information from Snap-on.
4. The commitments set forth in a, b, c, d and e above will not extend to any portion of said Confidential Information which, as a whole,
	1. is approved for release by written authorization of Snap-on;
	2. is or becomes public knowledge through no wrongful act of Company;

* 1. is already known by Company free of an obligation of confidentiality, as evidenced by Company’s written records;
	2. is lawfully obtained by Company from a third party not under a confidentiality obligation;
	3. is independently developed by Company without the use or benefit of the Confidential Information, as evidenced by Company’s written records; or
	4. is disclosed pursuant to any applicable law, regulation or lawful order or process, provided Company promptly notifies Snap-on of the disclosure requirement where not legally prohibited, to permit Snap-on to oppose or limit such disclosure, and Company only furnishes such limited portion of the Confidential Information as is strictly necessary to comply with the legal requirement and makes reasonable efforts to obtain an order or other assurance that the Confidential Information will receive confidential treatment.
1. Nothing in this Agreement requires Snap-on to disclose any Confidential Information to Company.
2. All Confidential Information is provided “AS IS,” without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for particular purpose, or any other warranty, express or implied. Snap-on will not be liable to Company for any damages, loss, expense or claim of loss arising from use of or reliance on the Confidential Information.
3. This Agreement and the fact that the parties are cooperating and that discussions are taking place or a contract has been entered into are deemed to be Confidential Information.
4. Upon the request of Snap-on, Company will promptly return or destroy the Confidential Information, in whatever form, without retaining any copies or excerpts thereof. Company will certify compliance with this provision upon the request of Snap-on.
5. If Company is a permanent resident of the U.S., or a corporation, partnership or entity existing under the laws of the U.S., the parties will attempt to amicably resolve any controversy, dispute or difference arising out of any dealings under this Agreement, failing which either party may initiate litigation. Litigation may be brought only in the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division or, if such court lacks subject matter jurisdiction, in a Wisconsin state court in Kenosha County. The parties submit to the jurisdiction of said courts and waive any defense *of forum non conveniens*. The parties waive all rights to jury trials.
6. If Company is a permanent resident of a country other than the U.S., or is a corporation, partnership or entity existing under the laws of any country other than the U.S., the parties will attempt to amicably resolve any controversy, dispute or difference arising out of any dealings under this Agreement. If those efforts are unsuccessful, then the parties agree any controversy, dispute or difference will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) by one or more arbitrators appointed in accordance with such ICC Rules. The place for arbitration will be Milwaukee, Wisconsin, U.S. and proceedings will be conducted in the English language. The award will be final and binding on the parties, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrator’s award. Any claim will be made by filing a demand for arbitration within two (2) years following the aggrieved party’s first knowledge of the occurrence first giving rise to the claim. Each party will bear all of its own costs of arbitration, except that the fees of the arbitrator will be divided equally between the parties. The arbitrator will have no authority to amend or modify the terms of this Agreement or to award punitive or exemplary damages, and the award may be enforced by judgment.
7. Snap-on retains ownership of all rights, including all intellectual property rights, in and to Confidential Information. Except as provided herein, no right, immunity or license to the Confidential Information, either express or implied, is granted by Snap-on to Company pursuant to this Agreement under any patent, patent application, copyright, trademark or other intellectual property right, now or hereafter owned or controlled by Snap-on.
8. Snap-on will own any drawings, prints, ideas, discoveries or inventions, which relate to Snap-on’s products or Confidential Information or any modification of Confidential Information, created by Company in furtherance of this Agreement, all of which will be deemed Confidential Information. Any rights under law or equity which Company may have therein are hereby assigned to Snap-on. Company will secure similar assignments for the benefit of Snap-on from any employee given access to the Confidential Information. Company will cooperate fully with Snap-on to protect and to perfect Snap-on’s legal rights in any jurisdiction.
9. Company hereby authorizes an immediate injunction and any other legal or equitable remedy to which Snap-on may be entitled in the event of a violation of this Agreement. This is in addition to the rights of Snap-on under paragraphs 9 and 10 above. Company acknowledges that a violation of this Agreement by Company will cause immediate and irreparable harm and injury to Snap-on.
10. Company’s obligation hereunder to maintain in confidence any specific item of Confidential Information received from Snap-on terminates five (5) years after disclosure of the specific item of Confidential Information, except for trade secret information, which is subject to the terms of this Agreement for so long as Snap-on maintains it as a trade secret.
11. Any formal notice provided in connection with this Agreement will be given in writing by certified mail, prepaid, return receipt requested, directed to the receiving party at the address on the first page of this Agreement.
12. This Agreement is personal to the parties hereto and neither party may assign or transfer its rights, interests or obligations hereunder without the prior written consent of the other.
13. This Agreement constitutes the entire agreement between Snap-on and the Company regarding the subject matter hereof. This Agreement supersedes all prior agreements and understanding between Snap-on and the Company regarding the exchange or use of Confidential Information in connection with the Purpose. A waiver of any right hereunder does not imply a waiver of any other rights and no waiver alternation modification or amendment shall be effective unless made in writing and signed by authorized representatives of the parties.
14. This Agreement will be governed by the laws of the State of Wisconsin without giving effect to conflict of laws provisions.
15. “Snap-on Company” means any member of the group consisting of Snap-on Incorporated and all of its direct and indirect subsidiaries and affiliated companies. The Snap-on Company party to this Agreement is entering this Agreement on behalf of itself, and to the extent applicable and appropriate, any other Snap-on Company which delivers Confidential Information.
16. This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute one single Agreement between the parties. Any signature made by electronic or facsimile means, and any electronic or facsimile copy of either party's signature, shall be deemed and be enforceable as an original thereof.

*[Remainder of this Page Intentionally Left Blank; Signature Page Follows]*

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

|  |  |  |
| --- | --- | --- |
| **SNAP-ON:** |  | **COMPANY/SUB-SUPPLIER:** |
|  |  |  |
| By:  |   |  | By: |   |
| Printed Name: |   |  | Printed Name: |   |
| Title:  |   |  | Title:  |   |
| Snap-on Company: |   |  | Company Name: |   |
| Date:  |   |  | Date:  |   |

Acknowledged and agreed by the undersigned Supplier for the

purpose of joining the obligations of Company hereunder:

**SUPPLIER:**

|  |  |
| --- | --- |
| By:  |   |
| Printed Name: |   |
| Title:  |   |
| Supplier Name: |   |
| Date:  |   |