

This Agreement is by and between STIHL INCORPORATED (the "Company") and Vendor (the "Recipient") and is made as of Date.

WHEREAS, Recipient desires to provide certain services to the Company, including but not limited to

- **using Company's confidential production data, drawings, and standards for quoting/manufacturing** specific item(s) ("Purpose"); and

WHEREAS, Company is willing to provide Recipient with certain confidential engineering data and information in that regard;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recipient agrees to protect in strict confidence, and agrees not to use or disclose except for the Purpose, all Confidential Information of Company. Confidential Information of Company shall mean all nonpublic engineering, technical, strategic, marketing, financial and business information disclosed hereunder.
2. Recipient shall refrain from disclosing Confidential Information except to its employees who have a need to know such Confidential Information for the Purpose and are obligated to use and disclose such Confidential Information only for such Purpose. No disclosure to or use by any other person or entity, including agents, subcontractors, or sublicensees, is permitted without Company's prior written consent.
3. Recipient shall segregate and store securely all materials and devices that contain or evidence Confidential Information required to be protected hereunder.
4. No photograph, copy, facsimile or other reproduction of any materials or devices that contain or evidence Confidential Information required to be protected hereunder may be made without the Company's prior written consent.
5. The foregoing notwithstanding, Recipient shall not be obligated to protect or restrict the use or disclosure of any information generally available to the public or which is approved for unrestricted release by the Company in writing. In addition, Recipient may disclose Confidential Information where required by law, provided that it shall first notify the Company of such requirement and cooperate with respect to any steps available for the further protection of such Confidential Information.
6. No license, title or interest in or to any Confidential Information is granted hereunder.
7. Unless otherwise agreed, Company shall have sole ownership of all inventions, discoveries, and improvements and all works of authorship, including presentations and presentation modules, resulting in whole or in part from Recipient's access to Confidential Information, including all associated intellectual property rights. Recipient shall cooperate with Company and execute, or cause its personnel to execute, such further acknowledgments and instruments as may be necessary to establish such ownership.



Unclassified

- 8. This Agreement shall terminate (a) upon completion or termination of the Purpose or (b) upon written request of either party, whichever is earlier. Upon termination of this Agreement, Recipient shall return to the Company all materials and devices, including copies thereof, that contain or evidence Confidential Information. Following the termination of this Agreement and the proper return of such materials and devices, the confidentiality obligations set forth hereunder shall continue in effect indefinitely or until the parties agree otherwise in writing.
- 9. Each party agrees that, in the event of any breach of any provision hereof, the Company will not have an adequate remedy in money or damages. Each party therefore agrees that, in such event, the Company shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction. Such injunctive relief will in no way limit the Company's right to obtain other remedies available under applicable law.
- 10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors. This Agreement may not be assigned without the prior written consent of the other party. The waiver of any provision in any instance shall not be construed as a waiver in all other instances. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without resort to the conflicts of laws rules thereof.

IN WITNESS WHEREOF, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THEIR AUTHORIZED REPRESENTATIVES TO EXECUTE AND DELIVER THIS AGREEMENT UNDER SEAL:

STIHL INCORPORATED

By: \_\_\_\_\_  
 Christian Koestler  
 Manufacturing Engineering Manager

**Recipient:**

Vendor

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

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

Address: \_\_\_\_\_  
 \_\_\_\_\_