

Discloser, or (iv) is independently developed by Recipient without the use of the Confidential Information, as evidenced by the written records of Recipient.

2. RESTRICTIONS ON USE AND DISCLOSURE.

2.1 Recipient will not publish, reproduce, disclose, release or divulge the Confidential Information of Discloser, in whole or in part, to any third party (including without limitation to any contractor, consultant, agent, government agency, or customer) without the prior written consent of Discloser.

Recipient will not disclose Confidential Information to any Affiliate unless that Affiliate has a “need to know” and agrees to be bound by the provisions of this Agreement.

2.2 Recipient will use the Confidential Information of Discloser only in connection with the Project, and will not use such Confidential Information for its own benefit or to Discloser’s detriment. Upon termination of this Agreement or request by Discloser, Recipient will return to Discloser or, at Recipient’s election, destroy, all Confidential Information of Discloser, including all samples or models, copies, derivatives, or summaries thereof. Promptly upon request of Discloser, Recipient shall certify to Discloser in writing that it has complied with these requirements.

2.3 Recipient will employ at least the same degree of care in protecting the Confidential Information of Discloser as it employs in protecting its own confidential information, but not less than a reasonable degree of care. Without limiting the foregoing, Recipient will not copy any Confidential Information of Discloser, except as may be required to perform the Project, and will store such Confidential Information in a secure place. Recipient will ensure that Confidential Information of Discloser is disclosed only to those of its officers, directors, employees and legal counsel who require access to such information in connection with the Project, who are obligated to treat such Confidential Information in accordance with this Agreement, and who have been advised of the confidentiality provisions of this Agreement.

2.4 To the extent that any Confidential Information consists of software, Recipient agrees that it will not reverse engineer, disassemble or decompile such software except as specifically authorized in writing by Discloser. To the extent that samples are provided as part of the Confidential Information, Recipient acknowledges that such samples are proprietary to Discloser, and Recipient agrees not to conduct any reverse engineering of such samples by any means, including without limitation, mechanical or chemical means.

2.5 If Recipient discloses any Confidential Information of Discloser to a third party (including without limitation to any contractor, subcontractor, or agent of Recipient) or to any Affiliate or employee of Recipient in accordance with this Agreement, the failure of such third party to comply with the terms of this Agreement shall be deemed a breach hereunder by Recipient. Recipient will promptly advise Discloser of any breach of the restrictions set forth in this Agreement (whether by Recipient or any third party) of which Recipient becomes aware.

3. SUBPOENAS.

If Recipient receives a subpoena or other validly issued administrative or judicial process requesting, requiring or potentially requiring the disclosure of Confidential Information (a “Demand”), Recipient shall promptly notify Discloser and tender to it the defense of such Demand.

Unless the Demand shall have been timely limited, quashed or extended, Recipient shall thereafter be entitled to comply with such Demand when and to the extent required by law. If requested by Discloser, Recipient shall provide reasonable cooperation (at the expense of Discloser) in the defense of such a Demand.

4. TERM.

The term of this Agreement shall commence on the Effective Date specified below and will continue until terminated as provided herein. This Agreement may be terminated by either Party by providing thirty (30) days prior written notice of such termination to the other Party. Notwithstanding the foregoing, the obligations of this Agreement with respect to Confidential Information disclosed during the term of this Agreement shall continue indefinitely until such information ceases to qualify as Confidential Information hereunder.

5. NATURE OF CONFIDENTIAL INFORMATION.

Discloser shall retain all right, title, and interest in any Confidential Information of Discloser disclosed to Recipient in connection with the Project. Nothing herein shall be construed to grant to Recipient any license or right to use Confidential Information of Discloser except solely to the extent as may be required to perform the Project. In any event, any right of Recipient to utilize the Confidential Information of Discloser shall automatically terminate upon termination of the Project or this Agreement. Recipient acknowledges that neither Discloser nor any of its directors, officers, employees, stockholders, agents or other representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, that such Confidential Information is provided "AS IS," and that neither Discloser nor any of its directors, officers, employees, stockholders, representatives or agents will have any liability to Recipient or any other person pursuant to this Agreement resulting from such other Party's or such other person's use of the Confidential Information of Discloser. Any representations or warranties concerning Confidential Information or goods or services provided by one Party to the other Party shall be set forth in a separate agreement between the Parties.

6. MISCELLANEOUS.

6.1 Recipient acknowledges and agrees that money damages would be an inadequate remedy for its breach of this Agreement because of the difficulty of ascertaining the amount of damages that would be suffered by Discloser in connection therewith. Therefore, Recipient agrees that Discloser shall be entitled to equitable relief, including an injunction and/or specific performance, without proof of actual damages (and without the requirement of posting a bond or other security) in the event of any breach or threatened breach of the provisions of this Agreement by Recipient, in addition to all other remedies available to Discloser at law or in equity, and notwithstanding that damages may be readily quantifiable, Recipient agrees not to plead sufficiency of damages as a defence in any such proceeding.

6.2 Each Party acknowledges that it may not assign its obligations under this Agreement. Subject to the foregoing, the provisions of this Agreement will be for the benefit of and binding upon each of the Parties and their respective successors and assigns.

6.3 Any notices given pursuant to this Agreement shall be in writing and shall be sent by courier, registered, certified or first-class mail or air mail, fax or e-mail and shall be regarded as properly given in the case of a courier upon actual delivery to the proper place of address; in the case of a letter, seven (7) days after the registered, certified, first-class or air mailing date if the letter is properly addressed and postage prepaid; in the case of fax or e-mail, on the day following the date of transmission if properly addressed and successfully transmitted to the correct number; and shall be regarded as properly addressed if sent to the address set forth for such Party in the signature page of this Agreement.

6.4 Nothing in this Agreement shall grant any rights by implication, estoppel or otherwise to Recipient, under any intellectual property rights, other than the rights expressly granted in this Agreement, with respect to the Confidential Information. Neither party is required to furnish any information, confidential or not, beyond the information conveyed to the other party pursuant to this Agreement.

6.5 Each Party warrants that it does not intend to, and will not knowingly, ship or transmit any Confidential Information or the direct product thereof, directly or indirectly to any country, except to the extent permitted by U. S. Law. The Parties shall adhere to any applicable U. S. and foreign export control laws and regulations, including but not limited to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), and shall not export or re-export technical data, products received, or the direct product of such data, except in compliance with this Agreement and the applicable export control laws and regulations of the U. S. and any applicable foreign country.

6.6 This Agreement sets forth the entire agreement and understandings between the Parties as to protection of Confidential Information, disclosed hereunder, whether such disclosure occurs before or after the Effective Date of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to principles of conflicts of laws. Any claim arising under this Agreement shall be prosecuted in a federal or state court of competent jurisdiction located within Cook County, Illinois, USA. Each Party consents to the jurisdiction of such courts and to the service of process by mail. The Parties agree that the necessity of each of the restrictions set forth in this Agreement and the nature and scope of each such restriction have been carefully considered, bargained for and agreed to by the Parties hereto. However, each provision and part of a provision of this Agreement shall be deemed a separate and severable covenant and in the event that any portion of this Agreement is determined by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision or portion of a provision shall be modified or deleted in such a manner that this Agreement shall be interpreted so as to be enforceable to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which such enforcement is sought.

7. SECURITIES RESTRICTIONS.

The Parties agree that, for a period of one year from the date upon which either Party last receives Confidential Information hereunder, unless it shall have been specifically invited in writing by the other Party, it will not in any manner, directly or indirectly (a) effect or seek, offer or propose (whether publicly or otherwise) to effect, or cause to participate in or in any way assist any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of the other

Party; (ii) any tender or exchange offer, merger or other business combination involving the other Party; (iii) any restructuring, liquidation or dissolution with respect to the other Party; or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the other Party; (b) form, join or in any way participate in a "group" (as defined under the United States Securities and Exchange Act of 1934, as amended); (c) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the other Party; (d) take any action which might force the other Party to make a public announcement regarding any of the types of matters set forth in (a) above; or (e) enter into any discussions or arrangements with any third party with respect to any of the foregoing.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have executed this Agreement as of the date written below.

Effective Date: _____

OTHER PARTY:

METHODE ELECTRONICS, INC.

By: _____

By _____

Title: _____

Title: _____

Address: 7401 West Wilson Avenue
Chicago, Illinois 60706 USA

Address: _____

Facsimile: 708-867-3288

Facsimile: _____

Attention: _____

Attention: _____