



## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of the last date signed below (the "Effective Date"), between FLIR SYSTEMS, INC., an Oregon corporation located at 27700 SW Parkway Avenue, Wilsonville, OR 97070 USA ("FLIR"), and \_\_\_\_\_, a \_\_\_\_\_ located at \_\_\_\_\_ ("Company") to protect the confidentiality of certain Confidential Information (defined below) of FLIR and/or of Company, and their respective Affiliates, to be disclosed under this Agreement solely for the purpose of evaluating a potential business relationship (the "Permitted Use"). FLIR and Company are referred to herein individually or collectively as a "Party" or as the "Parties".

1. **Confidential Information.** For the purposes of this Agreement, "Confidential Information" of a Party means any and all information, including third party information, disclosed by one Party and/or any of its Affiliates ("Disclosing Party") to the other Party and/or any of its Affiliates ("Recipient") during the term of this Agreement which (i) if provided in tangible format is labelled at the time of such disclosure as "confidential" or bearing a similar legend, (ii) if provided in oral or intangible format is identified as confidential at the time of disclosure and is summarized in writing and delivered to Recipient within thirty (30) days of disclosure, or (iii) the Recipient should reasonably understand to be confidential to the Disclosing Party based on the nature or circumstances of the disclosure. Subject to the foregoing, Confidential Information may include, but is not limited to, the following types of information: trade secrets, inventions, discoveries, ideas, concepts, formulas, patents pending or to be filed, designs, drawings, plans, specifications, techniques, models, prototypes, data, computer source and object code, evaluations, documentation, manuals, diagrams, flow charts, schematics, research and development plans, know-how, marketing techniques and materials, customer, supplier, and pricing information, contracts, budgets and financial statements. "Affiliates" shall mean with respect to either Party, any other entity directly or indirectly controlling, controlled by, or under common control with such Party. Each Party shall be responsible for the breach of the terms of this Agreement by its Affiliates.

2. **Confidentiality Obligations.** Subject to the section titled "Confidentiality Exceptions," Recipient agrees that it will (a) hold in confidence and not disclose to any third party any Confidential Information of Disclosing Party, except in accordance with Sections 3(d); (b) protect such Confidential Information with at least the same degree of care that Recipient uses to protect its own Confidential Information of a similar nature, but in no case, less than reasonable care; (c) use the Disclosing Party's Confidential Information for no purpose other than the Permitted Use; (d) limit access to Disclosing Party's Confidential Information to those of Recipient's and its Affiliates' employees or individual contractors having a need to know as part of the Permitted Use and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (e) notify Disclosing Party promptly upon discovery of any loss or unauthorized disclosure of Disclosing Party's Confidential Information. Disclosing Party will not communicate any information to Recipient in violation of the proprietary rights of any third party.

3. **Confidentiality Exceptions.** The Recipient shall not have any obligations with respect to any portion of the Disclosing Party's Confidential Information which the Recipient can demonstrate: (a) was already in the possession of the Recipient without an accompanying duty of confidentiality before the disclosure to the Recipient by the Disclosing Party; (b) is subsequently disclosed to the Recipient without an accompanying duty of confidentiality by a third party who is not in breach of any obligation of confidence; (c) is or becomes generally available to the public through no act or default on the part of the Recipient; or (d) is disclosed by the Recipient with the prior written approval of the Disclosing Party, which specifies the proposed recipient, and the purpose of the intended disclosure; or (e) is independently developed by Recipient without use of or reference to the Disclosing Party's Confidential Information. Recipient may disclose the Disclosing Party's Confidential Information in compliance with a valid order of a court or other governmental body having jurisdiction, provided that: (i) the Disclosing Party is notified of any intended disclosure pursuant to this clause as soon as is reasonably practicable; (ii) the Recipient reasonably cooperates with the Disclosing Party and its representatives in their efforts to seek confidential treatment of the information disclosed; and (iii) the Recipient complies with any applicable protective order or equivalent.

4. **No License Granted.** Confidential Information is and shall remain the sole property of Disclosing Party. Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting to Recipient any rights to or under any patent, copyright, trademark, trade secret or mask work of the Disclosing Party, or, except as expressly set forth in this Agreement, as granting to Recipient any rights in or to the Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates any employment, joint venture, partnership or agency between the Parties.

5. **Restrictions.** Recipient will not reproduce the Disclosing Party's Confidential Information in any form except as required for the Permitted Use. Any copy of any of Disclosing Party's Confidential Information remains the property of Disclosing Party and will contain all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by Disclosing Party.

6. **Restricted Confidential Information.** The International Traffic in Arms Regulations ("ITAR"), set forth at 22 C.F.R. Parts 120-130, and the Export Administration Regulations ("EAR") set forth at 15 C.F.R. Parts 730-774 may regulate disclosure of various types of technical information (regardless of whether it is considered Confidential Information) relating to design, development, manufacture, maintenance, repair, or use of FLIR's products (referred hereinafter as "export controlled information"). The Parties acknowledge and understand these regulations, and each agree that it and its Affiliates will abide by any required controls on the dissemination of export controlled information in any form in compliance with ITAR and the EAR.

7. **Export Controls.** Recipient will comply with all applicable export and import laws and regulations, including laws and regulations of the United States, the EU Dual Use Export Control Regime Directive and the Wassenaar Arrangement, unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination.

8. **Disclaimer.** DISCLOSING PARTY IS PROVIDING THE CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY RECIPIENT AT ITS OWN RISK. DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Term and Termination.** This Agreement shall commence on the Effective Date and shall automatically terminate three (3) years thereafter. However, either Party may terminate this Agreement at any time prior thereto upon delivery of written notice to the other Party. Recipient's obligations under this Agreement will survive termination of this Agreement and will continue in full force and effect with respect to the Confidential Information of the Disclosing Party for a period of five (5) years after the date of termination of this Agreement; *provided, however*, that the obligations shall continue indefinitely for any Confidential Information which qualifies as a trade secret under applicable law. Upon termination of this Agreement, the Recipient shall cease all use of Disclosing Party's Confidential Information, shall return to Disclosing Party or destroy (at the option of the Disclosing Party) all tangible Confidential Information in the possession or control of the Recipient, and shall provide Disclosing Party with a certificate of compliance with this section signed by an authorized representative of the Recipient.

10. **Governing Law.** This Agreement shall be governed by the laws of the country indicated below, without regard to choice of law or conflict of law rules, and Company hereby submits to the jurisdiction of the courts located in the jurisdiction below and the applicable service of process. The official text of the Agreement or any notices required hereby shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both Parties agree to write this document in English. Les Parties ont convenu de rédiger le présent document en langue anglaise.

Country of Company (set forth in address above)	Governing Law	Jurisdiction
Any European Union country	English Law	Courts of London, England
Any other country in the rest of world	State of Delaware, United States	Federal or state courts of Delaware

11. **Assignment.** Neither Party will assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by the other Party. Notwithstanding the foregoing, either Party may assign its rights hereunder in their entirety pursuant to: (i) a merger with; (ii) the sale of substantially all of its assets to; or (iii) a consolidation with a third party; provided the assignee agrees to be bound by all terms and conditions set forth by this Agreement.

12. **Notices.** All notices hereunder shall be sent by the notifying Party, in writing, to the other Party at its address set forth above (or such other address as they may communicate to the notifying Party in writing), to the attention of the General Counsel. Notice shall be deemed delivered and effective: (i) when delivered personally, (ii) five (5) days after posting when sent by registered mail, or (iii) one (1) day after posting when sent by reputable private overnight courier (e.g., DHL, Federal Express, etc.).

13. **Relationship Between the Parties.** In all matters relating to this Agreement, the Parties shall act as independent contractors. Neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity.

14. **Injunctive Relief.** Each Party recognizes and acknowledges that any use or disclosure of Confidential Information by the Receiving Party in a manner inconsistent with the provisions of this Agreement may cause irreparable damage to the Disclosing Party for which remedies other than injunctive relief may be inadequate, and the Receiving Party agrees that in any request by the Disclosing Party to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, the Receiving Party will not maintain that such remedy is not appropriate under the circumstances. The Parties further agree that in the event such equitable relief is granted, they will not object to courts in other jurisdictions granting provisional remedies enforcing such judgments.

15. **Partial Invalidity; Waiver.** If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Parties shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either Party to exercise any power or right given either Party hereunder or to insist upon strict compliance by either Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

16. **Entire Agreement; Headings; Counterparts.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and undertakings between the Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

**In Witness Whereof**, the Parties have caused this Agreement to be executed as of the Effective Date.

**FLIR SYSTEMS, INC.**

\_\_\_\_\_  
**Other Party Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signer's Name and Title**

\_\_\_\_\_  
**Signer's Name and Title**

\_\_\_\_\_  
**Date signed**

\_\_\_\_\_  
**Date Signed**