

## **CONFIDENTIALITY AGREEMENT**

This Agreement dated \_\_\_\_\_, and effective as of that date, by and between GENERAL ELECTRIC COMPANY, a New York corporation, acting solely on behalf of and through its GE Home & Business Solutions-Appliances business component, (GE), and **[full legal name of supplier, city and state]** (SUPPLIER).

SUPPLIER shall mean and include its affiliates, subsidiaries, sub-contractors, agents and plants.

GE wishes to consider SUPPLIER as a potential supplier to GE and to this end it may be necessary for GE to disclose to SUPPLIER certain information relating to its products, processes or the GE company, which GE considers proprietary and confidential.

In order to protect the proprietary interests of GE and to avoid any misunderstanding as to the disclosure and use of information exchanged between them, the parties agree as follows:

1. For purposes of this Agreement, PROPRIETARY INFORMATION refers to any business or technical information obtained from GE in written form or it may be electronically, orally or visually presented, relating to the design, manufacture or distribution of its products that has or could have commercial value or other utility in GE's business or prospective business, which may include but is not limited to technical information in the form of drawings, photographs, models, mock-ups, and design and performance specifications, manufacturing processes, and quality processes, as well as business information such as product plans, production volumes, and production schedules, and sales, marketing, and distribution information, whether or not, such information was marked "Proprietary" at the time it was furnished to SUPPLIER .
2. For a period of five (5) years from the date of this Agreement, SUPPLIER shall receive and maintain said PROPRIETARY INFORMATION in strict confidence. SUPPLIER agrees not to copy or reproduce GE Proprietary Information except as may be necessary to prepare proposals and supply goods and services to GE and to use PROPRIETARY INFORMATION disclosed to it hereunder by GE only for the purpose of quoting and supplying products to GE. SUPPLIER shall disclose only to those individuals within its own organization who have a need to receive the information. It may be necessary for SUPPLIER to disclose PROPRIETARY INFORMATION to third parties that may be needed for the quoting process (such as tool builders/molders). To the extent such disclosure is absolutely necessary, SUPPLIER shall obtain from such third parties an agreement of confidentiality regarding GE's PROPRIETARY INFORMATION substantially in the form of this Agreement, prior to release of any information to said third party. SUPPLIER agrees to promptly return all PROPRIETARY INFORMATION received from GE and destroy any copies thereof in its

possession if so requested by GE, with certificate of such destruction to be provided to GE.

3. SUPPLIER's foregoing obligations shall be inapplicable to any information which (a) prior to SUPPLIER's receipt thereof was publicly available or in SUPPLIER's possession from a source, other than GE, who is under no obligation to GE to maintain the confidentiality of the information, or (b) after SUPPLIER's receipt thereof becomes publicly available otherwise than as a consequence of a breach of SUPPLIER's obligations hereunder, or (c) is rightfully acquired by SUPPLIER without a confidentiality obligation from a third party who is under no obligation to GE to maintain the confidentiality of the information or (d) SUPPLIER is compelled to release by law or in the course of litigation by a third party, provided that SUPPLIER provides GE with notice of such compulsion sufficiently in advance of disclosure so as to provide GE a reasonable time period to seek a protective order.
4. SUPPLIER will not disclose to GE any information that SUPPLIER considers to be confidential or proprietary to SUPPLIER or which SUPPLIER has reason to believe is confidential or proprietary to any third party.
5. No intellectual property rights or other proprietary interests is expressly or impliedly granted by this Agreement.
6. Neither this Agreement nor the disclosure or receipt of GE Proprietary Information shall constitute or imply any promise or intention by GE to make any purchase of products or services or any commitment by either party with respect to the present or future marketing of any product or service or to enter into any other business arrangement with each other.
7. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, GE does not make any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Proprietary Information or any other information or data related thereto, or with respect to the use thereof by SUPPLIER.
8. In no event, whether as a result of breach of contract, breach of warranty, tort (including negligence) or otherwise, shall GE be liable for any loss or damage arising out of or resulting from this Agreement, or from its performance or breach, or from SUPPLIER's use of Proprietary Information or any part thereof, and SUPPLIER agrees to indemnify GE against any such liability.
9. This Agreement and any information disclosed hereunder shall be subject to the export control laws and regulations of the United States and all other applicable jurisdictions, and SUPPLIER agrees not to disclose or use any information received hereunder contrary to such laws and regulations.

10. This Agreement may be signed in counterparts, and is effective when duly signed by both parties. This Agreement shall terminate two (2) years from its effective date or two (2) weeks following written notice by either party to the other, whichever is first to occur. Termination or expiration of this Agreement, however, shall not alter the rights and obligations of the parties arising under this Agreement prior thereto. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless in writing and signed by duly authorized representatives of GE and Supplier.
11. This agreement shall be construed under the laws of the State of New York, USA.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

Accepted and Agreed to:

**[Full legal name of supplier]**

**GENERAL ELECTRIC COMPANY  
GE Home & Business Solutions-  
Appliances**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_