

# Associated Fuel Pump Systems Corporation

# AFCO

1100 Scotts Bridge Road  
P.O. Box 1326  
Anderson, SC 29622

Telephone (864) 224-0012  
Telefax (864)224-2927

## ASSOCIATED FUEL PUMP SYSTEMS CORPORATION CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT FOR POTENTIAL AND EXISTING SUPPLIERS

In consideration of the opportunity to submit a Quote and to be considered as a potential supplier to **Associated Fuel Pump Systems Corporation**, the undersigned Company, through its authorized representative, agrees not to disclose to third parties (except for those of the Company's employees, agents and representatives who have a need to know for the purpose of preparing the Quote and who have been bound to comply with this Agreement) or to make any use, exhibit in trade shows or as sales samples, copy, or transcription of, except as authorized in advance by AFCO in writing, any AFCO business, technical and/or financial information (individually and collectively called "Confidential Information") whether or not marked or identified as confidential and received by the Company in writing (computer generated or handwritten), orally, visually (e.g., prototypes, tooling, etc.) or electronic format and relating to Quote.

The Company further agrees not to use AFCO's Confidential Information for any other purpose than to provide a Quote to AFCO. The Company shall hold AFCO's Confidential Information in confidence indefinitely from the first date of its disclosure to the Company. Furthermore, the Company shall not manufacture products for any third party using AFCO's Confidential Information.

This Agreement shall not affect the Company's right to use or disclose Confidential Information which the Company can establish by tangible evidence: (a) is or may hereafter be in the public domain through no wrongful act of the Company, its employees, agents or representatives; (b) is known to the Company prior to the disclosure by AFCO; (c) is disclosed to the Company by a third party subsequent to disclosure by AFCO without similar restrictions regarding confidentiality, disclosure and use; (d) is approved for release by AFCO; or (e) is independently developed by the Company without use of AFCO's Confidential Information.

All Confidential Information disclosed by AFCO to the Company, and all copies, summaries, drawings, or descriptions thereof, including prototypes and electronic data, shall remain the property of AFCO. Upon AFCO's request, the Company shall promptly return all Confidential Information (originals, copies, prototypes, etc.) to AFCO or certify in writing that the Confidential Information has been destroyed or, in the case of electronic data, permanently deleted. The Company shall not obtain any rights or licenses to AFCO's Confidential Information disclosed, except to use the same as expressly stated in this Agreement.

Nothing in this Agreement shall obligate AFCO to enter into any business transaction with the Company. All disclosures made by the Company in connection with, including its Quote for, the Project shall be deemed received by AFCO on a non-confidential basis. This Agreement constitutes the entire and only understanding between the parties regarding AFCO's Confidential Information, and shall continue in full force and effect regardless if the Company is awarded the business, and regardless of any contrary terms and conditions found in the Company's Quote or other sale documents for the Project. This Agreement shall not be amended, changed or modified except by a writing signed by AFCO's authorized representative.

### ACCEPTED AND AGREED TO BY THE COMPANY:

Company Name: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

Authorized Rep. Printed Name: \_\_\_\_\_

Authorized Rep. Title: \_\_\_\_\_

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