



## **CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT**

Disclosure by Nordson to Supplier

For and in consideration of the mutual understandings herein, Nordson Corporation, including its subsidiaries (hereinafter "Nordson") and [Company Name] (hereinafter the "Recipient") agree to the following conditions under which the Confidential Information of Nordson is to be disclosed to the Recipient.

1. Confidential Information relates to the business, products, or possible future products, of Nordson.
2. The Confidential Information may include, but is not limited to, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, marketing or business information, studies, findings, inventions or ideas.
3. The period for disclosing Confidential Information extends until it is terminated by written notice from either party.
4. The Recipient shall exercise reasonable care to prevent the disclosure of Nordson's Confidential Information to any third party, and to limit the internal dissemination of Nordson's Confidential Information by the Recipient to those employees whose duties justify their need to know such Confidential Information and then only on the basis of a clear understanding by these employees of their obligation to maintain the confidential nature of such Confidential Information and to restrict the use of such information solely to the use granted to the Recipient under this Agreement.
5. The Recipient shall not use the Confidential Information disclosed by Nordson under this Agreement for any purpose except for the purpose of working with Nordson.
6. Nothing hereinabove contained shall deprive the Recipient of the right to use or disclose any information that falls within one of the following exceptions:
  - A. which is, at the time of disclosure, generally known to the trade or the public;
  - B. which becomes at later date generally known to the trade or the public through no fault of the Recipient;
  - C. which was possessed by the Recipient, before receipt thereof from Nordson;
  - D. which is disclosed to the Recipient in good faith by a third party who has an independent right to such information.
  - E. which the Nordson discloses by any means to a third party without contractual constraints to maintain its confidentiality thereof; or
  - F. which is later independently developed by Recipient without the benefit of any Confidential Information of Nordson.
7. The obligations of confidentiality, non-disclosure and non-use of Confidential Information shall expire when one of the exceptions of Section 6 applies to the Confidential Information.
8. All Confidential Information disclosed by Nordson to the Recipient shall remain property of Nordson and all Confidential Information and any copies, summaries, records, descriptions, modifications or drawings and adaptations which the Recipient has made directly therefore shall be promptly deleted, destroyed or returned to Nordson upon request.
9. All additions or modifications to this Agreement must be made in a writing signed by both parties.



10.If any provision of this Agreement or the application of such provision is invalid or unenforceable under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.

11.This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

12.This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

13.This Agreement shall be effective as of the date of the last signature written below (the "Effective Date").

**Company Name**  
**Address**  
**Address**

**Nordson Corporation**  
**28601 Clemens Road**  
**Westlake, Ohio 44145 USA**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)