

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

II-VI Incorporated, for itself and its Affiliates (defined in 3. below), and the other party identified below, agree:

- 1. The parties are entering into this agreement to discuss, evaluate, and possibly enter into, one or more transactions (the "Purpose").
- 2. A party (the "Discloser") may disclose "Confidential Information" to the other party (the "Recipient"). "Confidential Information" is all information that the Discloser marks confidential or that a reasonable business person would consider confidential.
- 3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent unauthorized use or disclosure. Recipient may share Confidential Information with its, or any of its Affiliates', employees, directors, agents or third party contractors, who need to know it in connection with the Purpose, and who have agreed in writing to keep confidential Discloser's Confidential Information, or information of a type that would include Discloser's Confidential Information. "Affiliates" of a party include that party's subsidiaries, entities in which it owns at least 30% of the voting shares, and other entities that it controls.
- 4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party is permitted to disclose Confidential Information when compelled to do so by law if that party provides reasonable prior notice to the other party (unless a law or court order bars giving notice). All notices must be given to the Recipient at its Notice Address below.
- 5. Each party has a duty not to disclose the existence of this agreement, the Purpose, or the nature of the parties' business dealings with each other, without the other party's prior, written consent.
- 6. This agreement terminates one year after the effective date, and either party may terminate it with 30 days' prior, written notice. Recipient's duty to protect Confidential Information that is disclosed before termination expires five years after this agreement terminates.
- 7. This agreement imposes no obligation to proceed with any transaction.
- 8. Neither party acquires intellectual property rights under this agreement except the limited rights necessary to use Confidential Information for the Purpose. The Recipient agrees not to reverse engineer, dis-assemble, or decompile the Discloser's Confidential Information.
- 9. This agreement does not create an agency or partnership relationship. It is not assignable or transferable by either party without the prior, written consent of the other party.
- 10. This agreement is the parties' entire agreement on this topic, superseding prior or contemporaneous agreements. Amendments must be in writing and signed by both parties. The parties may execute this agreement in counterparts, which taken together constitute one instrument. Failure to enforce any of provision of this agreement will not constitute a waiver.
- 11. If a party breaches this agreement, the other party may seek injunctive and other equitable or similar relief. The parties waive any requirement to post bond, or prove actual damages, in connection with seeking this relief.
- 12. This agreement is governed by the laws of New York, excluding conflict of laws principles. The exclusive venue for any dispute relating to this agreement is a state or federal court located in New York, New York. The parties agree to the jurisdiction and venue of these courts.
- 13. When this agreement terminates, the Recipient must destroy or return the Discloser's Confidential Information to the Discloser, except Confidential Information that is automatically stored on a backup system in the ordinary course of business. Confidential Information that is retained and stored remains subject to the same confidentiality and use limitations of this agreement even after its termination.
- 14. The parties agree to comply with all applicable export control laws and regulations.

This agreement has been executed by each party with the intent to be legally bound and is effective as of the earlier of the Signature Dates below.

II-VI Incorporated
Jurisdiction of Organization: Pennsylvania, USA

[Other Company Name]: _____
Jurisdiction of Organization: _____

By: _____
Name & Title: _____
Signature Date: _____
Notice Address

By: _____
Name & Title: _____
Signature Date: _____
Notice Address

