



# Confidentiality / Non Disclosure

## Statement

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### **Introduction - General Information:**

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Clamps Incorporated strives to conduct its business with the utmost respect for customer's confidential and proprietary information. We are receptive to becoming a party to any reasonable customer supplied agreement to this effect. Absent to such agreement, we pledge the following to any current or perspective customer:

### **Confidential Information:**

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Our customers often disclose certain confidential and proprietary information ("the Confidential Information") to Clamps Incorporated in the normal course of conducting business. Confidential Information includes all data, materials, products, technology, specifications and other information disclosed or submitted orally, in writing, or by any other media to Clamps Incorporated.

### **Our Obligation:**

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Clamps Incorporated agrees that such information is to be considered confidential and proprietary and Clamps Incorporated shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the Customer, and shall disclose only to its officers, directors, or employees or associates with specific need to know. Clamps Incorporated will not disclose, publish or otherwise reveal any Confidential Information received from Customers to any other party whatsoever except with the specific prior written authorization of such Customer or as required by law in a legal proceeding.

Confidential Information furnished in tangible form shall not be duplicated by Clamps Incorporated except for purposes of this agreement. Upon request of Customer, Clamps Incorporated will return all Confidential Information received in writing or tangible form, including copies, or reproductions or other media containing such Confidential Information within 10 working days of such a request.

### **Term:**

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The obligations of Clamps Incorporated shall be effective from the date Customer discloses any Confidential Information to Clamps Incorporated pursuant to this agreement.

### **Other Information:**

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Clamps Incorporated shall have no other obligation under this agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement of Clamps Incorporated; is rightfully received by Clamps Incorporated without obligation of confidentiality; or is developed by Clamps Incorporated without breach of this agreement.

### **If you need additional information or have questions, contact Clamps Incorporated:**

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Our normal hours are 06:00 - 16:30, EST (U.S.A.) Monday through Thursday.

Clamps Incorporated,  
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Toledo, OH 43612 U.S.A.,  
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4 Day Work Week
<b>M T W T</b>
<b>Weekend</b>
3 Day Weekend