

STANLEY BLACK & DECKER, INC.
VENDOR CONFIDENTIALITY AGREEMENT

Stanley Black & Decker, Inc. ("Buyer") intends to purchase from the party whose name is set forth below ("Vendor") certain _____ (the "Relationship"). In order to assist Vendor, Buyer will disclose to Vendor certain confidential information.

All information provided by Buyer will be presumed to be confidential. The term "Proprietary Information" shall include all such confidential information, the fact of communication thereof, as well as the existence and terms of this Agreement, the Relationship and any work performed pursuant thereto. Notwithstanding the foregoing, the term "Proprietary Information" shall not include information that: (1) is or becomes generally available to the public other than through unauthorized disclosure by the Vendor or its employees, agents, consultants or subcontractors; (2) is or becomes available without restriction to the Vendor from a third party who has lawfully acquired such information; (3) is invented or created by the Vendor independent of the disclosure by Buyer as demonstrated by the written records of the Vendor; (4) is known to the Vendor prior to disclosure by Buyer as demonstrated by the written records of the Vendor; or (5) is authorized in writing by Buyer to be disclosed without restriction. Vendor shall have the burden of proof to show that specific items of Proprietary Information fall within any of the foregoing exceptions.

In consideration of the Relationship and the opportunity to review the Proprietary Information, Vendor hereby agrees as follows:

1. Not to use any of the Proprietary Information for any purpose other than achieving the objectives of the Relationship. Vendor shall not undertake similar design or developmental activity during the existence of the Relationship, except as authorized in writing by Buyer.
2. Not to disclose any of the Proprietary Information and/or the Developments (as defined below) to any person (including unauthorized Buyer personnel), except to those employees, agents, consultants and subcontractors of Vendor who require access to such information for Vendor to achieve the

objectives of the Relationship. Vendor shall take all steps necessary to ensure that such employees, agents, consultants and subcontractors will be bound by a confidentiality agreement with terms at least as restrictive as the terms of this Agreement (or otherwise acceptable to Buyer), and will conduct themselves in accordance with this Agreement.

3. All Proprietary Information remains the property of Buyer and no copies shall be made except as necessary to achieve the objectives of the Relationship. Upon the earlier of the termination of this Agreement or the request of Buyer, Vendor shall return to Buyer within 20 days all Proprietary Information without retaining any tangible embodiments thereof, and shall destroy any related notes of the Vendor, its employees, agents, representatives or subcontractors.
4. All inventions, discoveries, creations, improvements, models, prototypes, patents, trade secrets, trademarks and copyrights relating to the Relationship ("Developments") shall be the exclusive worldwide property of Buyer, except for those Developments identified in writing to Buyer prior to this Agreement, and regardless of whether such Developments are conceived by Vendor solely or jointly with others. Vendor shall promptly disclose all such Developments to Buyer, and shall use its best efforts to assist Buyer in the protection of its worldwide exclusive property rights in such Developments, including without limitation the execution of assignment, patent, copyright and trademark documents at the request of Buyer. In the event Buyer is unable to obtain Vendor's execution of such documents, Vendor appoints Buyer as its attorney-in-fact for the purpose of executing or filing such documents. Vendor shall ensure that all of its employees and representatives working in connection with the Relationship are bound by obligations to assign all inventions, discoveries, creations, improvements or suggestions to Vendor and to assist in securing the intellectual property rights therefor.
5. Not to disclose Proprietary Information pursuant to legal process without timely notifying Buyer in order to permit Buyer to seek an appropriate

protective order and/or to waive Vendor's compliance with the provisions of this Agreement. Vendor shall not thereafter be liable for disclosing Proprietary Information to any tribunal, provided: (a) that all necessary steps for the protection of confidential information are taken; and (b) in the written opinion of counsel, Vendor is compelled to disclose the Proprietary Information under penalty of contempt, censure or other sanctions.

6. Vendor shall immediately give notice to Buyer of any unauthorized use or disclosure of Proprietary Information and/or Developments, and shall assist Buyer in remedying such unauthorized use or disclosure.
7. Unauthorized use or disclosure of Proprietary Information and/or Developments shall irreparably harm Buyer and entitle it to injunctive relief in addition to all other remedies at law or in equity.
8. The Relationship and Vendor's performance of this Agreement are not in breach of any other agreement to which Vendor is a party, and Vendor shall not disclose to Buyer or induce Buyer to use any proprietary information of third parties without the written authorization of such third parties.
9. Vendor's obligations under this Agreement shall survive the termination of this Agreement.

The parties agree to submit any dispute under this Agreement for non-binding mediation, and to conclude such mediation prior to the commencement of a lawsuit (except for an action for equitable relief to prevent irreparable harm). The mediation shall be conducted in accordance with the Model Procedures for Mediation of Business Disputes. The fees of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, consultant, expert or counsel for either party with respect to the matters in dispute and any related matters.

In the event the dispute is not resolved by non-binding mediation, the parties agree to submit the matter for arbitration before a single arbitrator (who shall be experienced in intellectual property matters). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in

effect. The arbitration shall be held and the award shall be deemed to be made in the city of Hartford, Connecticut, United States of America. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be the sole and exclusive remedy under this Agreement; shall include attorneys' fees and ordinary costs incurred by the prevailing party as determined by the arbitrator; shall include interest from the date of damages to the date of payment at a rate equal to the rate announced by Citibank N.A. as its prime lending rate; shall be payable promptly in United States dollars free of any tax, deduction or offset; and shall include any costs, fees or taxes incident to enforcing the award against the resisting party.

Nothing in this Agreement shall be construed to create a partnership, joint venture or employment relationship. This Agreement is solely for the benefit of the parties hereto and shall be governed exclusively by the laws of the State of Connecticut without regard to conflict of law principles. This Agreement may be modified or waived only in a writing signed by the party against whom enforcement of such modification or waiver is sought. Wherever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under governing law. This Agreement may not be assigned by Vendor without written consent of Buyer, and shall be binding upon the Vendor's successors, legal representatives and permitted assigns.

The parties have caused this Agreement, constituting the entire agreement between them with respect to the subject matter hereof and superseding all prior related agreements, to be executed as of the last date reflected below.

VENDOR: _____ Stanley Black & Decker, Inc.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____