



Non-Disclosure Agreement

Midwest Products and Engineering, Inc. with its principal place of business at 10597 W. Glenbrook Ct., Milwaukee, WI 53224 (“**MPE**”), and _____ (“**Receiving Party**”) with its principal place of business at _____, agree that the following terms and conditions shall govern communications from MPE to the Receiving Party regarding MPE’s products, technology, inventions, formulas, drawings, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies, and future business relationships (collectively referred to herein as “**Confidential Information**”).

1. All Confidential Information disclosed by MPE to the Receiving Party was developed by MPE at great expense, is confidential and proprietary, and shall remain the property of MPE.
2. The Receiving Party shall use the disclosed Confidential Information solely to determine the feasibility of entering into a contract or other business arrangement with Sending Party; to formulate price quotations or for other purposes only as allowed by either Party. The Receiving Party shall not disclose any Confidential Information to:
 - a. any person, firm, or corporation outside of its own organization, except as and to the extent, as legally required by a governmental agency under an obligation of confidentiality, and shall only disclose such Confidential Information within its own organization to the extent necessary to fulfill the applicable purpose stated above, or
 - b. any person, firm, or corporation outside of its own organization, except if the entity is a sub-supplier of the Receiving Party and the sub-supplier is bound to the terms of this Agreement or a similar agreement between the Receiving Party and the sub-supplier

The Receiving Party shall not use the Confidential Information in any manner whatsoever to provide to any third Party any device, product, or service or variations thereof derived from such Confidential Information. The Receiving Party agrees that it will not attempt to reverse engineer, decompile, or disassemble any products received from the Sending Party.

3. The Receiving Party shall be released from the obligations of this Section 2 to the extent that any of the Confidential Information disclosed:
 - a. was already part of the public domain at the time of the disclosure by MPE;
 - b. becomes part of the public domain through no fault of the Receiving Party (but only after and only to the extent that is published or otherwise becomes part of the public domain);
 - c. was in the Receiving Party's possession prior to the disclosure by MPE and was not acquired, directly or indirectly, from MPE or from a third party who was under a continuing obligation of confidence to MPE;
 - d. is received (after the disclosure by MPE) by the Receiving Party from a third party who did not require the Receiving Party to hold it in confidence and did not acquire it directly



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or indirectly, from MPE under a continuing obligation of confidence; or

- e. is disclosed by the Receiving Party pursuant to judicial compulsion, provided that MPE is notified at the time such judicial action is initiated.
4. The obligation of the Receiving Party to receive and hold information disclosed by MPE in confidence, as required by Section 2 above, shall terminate four (4) years from the date of disclosure of the information hereunder, and shall survive any earlier termination of this Agreement.
5. All documents, drawings, specifications, sketches, and designs, pictures, films, tapes, and tangible objects furnished by MPE to the Receiving Party shall remain the property of MPE and shall be returned to MPE promptly at its request, together with all copies made of such material. The Receiving Party shall be permitted to destroy rather than return all analyses, extracts and summaries prepared by the Receiving Party which contain Confidential Information, and such destruction shall be certified in writing to MPE by an authorized officer of the Receiving Party who has supervised such destruction. The Receiving Party shall not allow any MPE property, as listed in this paragraph, to be copied without first obtaining express permission from MPE. Any work product derived from information furnished by MPE to the Receiving Party shall be provided only to MPE. Any Confidential Information that is not so returned or destroyed, including without limitation any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this Agreement.
6. Neither the execution and delivery of this Agreement, nor the disclosure or furnishing of information by MPE to the Receiving Party, shall be construed as a grant by MPE to the Receiving Party whether expressly, by implication, estoppel, or otherwise, of any license under any invention, patent, trademark, copyright, mask work right, or other intellectual property right now or hereafter owned by MPE. Nothing contained in this Agreement shall constitute a commitment on the part of MPE to disclose future information or products, or to enter into a contract or other relationship with the Receiving Party in the future.
7. Neither party shall, without the prior written consent of the other party, disclose to any other person the fact that the disclosed information has been made available or that discussions or negotiations are taking place concerning a possible business relationship, including the status thereof, except as required by law or by the rules of any recognized stock exchange and then, only with prior written notice to the other party. Any disclosure made shall be no more extensive than is necessary to meet the minimum requirement imposed on the party making such disclosure.
8. This Agreement shall remain in effect for a period of one (1) year from the effective date of the signature below, and shall automatically be extended for additional one (1) year extension terms unless one of the parties notifies the other party of the notifying party's intention not to extend this Agreement within three (3) months prior to the termination of the initial term or any extension term hereunder, as applicable. Such expiration shall not affect the obligation in Section 3 above, which shall continue for the term stated therein.
9. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, and supersedes and replaces all previous negotiations, representations,



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understandings, or agreements relating to that subject matter. This Agreement may not be modified in any respect except by a written instrument signed by the parties. No waiver of any term of this Agreement, whether by conduct or otherwise, in any single instance or in repeated instances, shall be deemed to be a further or continuing waiver of the same or any other term of this Agreement. This Agreement may be executed via facsimile and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

10. This Agreement is binding upon MPE and the Receiving Party and their respective successors and assigns, if any. If any portion of this Agreement is found invalid or unenforceable for any reason, it is agreed that the invalidity or unenforceability shall not affect or invalidate any other portions of this Agreement.
11. The Receiving Party hereby acknowledges that unauthorized disclosure of any part of the disclosed Confidential Information may cause irreparable harm to MPE, and that monetary damages would not be an adequate remedy. Accordingly, the Receiving Party hereby agrees not to oppose any request by MPE for equitable relief such as Temporary Restraining Order, or a Preliminary or Final Injunction, on the grounds that MPE has an adequate remedy at law. These specific remedies are in addition to any other remedies which MPE may be entitled to at law or in equity. The Receiving Party further agrees to indemnify and hold MPE harmless from and against any and all loss, damage, cost or expense (including reasonable attorneys' fees) resulting from or arising out of any breach of this Agreement.
12. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of Wisconsin.

Company Name

Signature

Print Name

Title

Date