

# BILATERAL NONDISCLOSURE AGREEMENT

**RES MANUFACTURING COMPANY.**, with its principal place of business at 7801 North 73rd Street, Milwaukee, WI 53223 ("RES"), and \_\_\_\_\_, with an address at \_\_\_\_\_

("CONTRACTING PARTY"), agree that the following terms and conditions shall govern communications from either party hereto disclosing information ("the Disclosing Party") to the other party hereto ("the Receiving Party") regarding the Disclosing Party's products, technology, inventions, formulas, 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 the Disclosing Party to the Receiving Party was developed by the Disclosing Party at great expense, is confidential and proprietary, and shall remain the property of the Disclosing Party.

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 the Disclosing Party; to formulate price quotations or to make necessary preparations, in anticipation of entering into a contract with the Disclosing Party; to complete performance of an existing or future contract with the Disclosing Party; and/or for other purposes only as allowed by the Disclosing Party. The Receiving Party shall not disclose any Confidential Information to any person, firm, or corporation outside of its own organization, except as, and to the extent, as necessary to third parties 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. 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 provided by the Disclosing Party. 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 the Disclosing Party; (b) becomes part of the public domain through no fault of the Receiving Party (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in the Receiving Party's possession prior to the disclosure by the Disclosing Party and was not acquired, directly or indirectly, from the Disclosing Party or from a third party who was under a continuing obligation of confidence to the Disclosing Party; (d) is received (after the disclosure by the Disclosing Party) 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 or indirectly, from the Disclosing Party under a continuing obligation of confidence; or (e) is disclosed by the Receiving Party pursuant to judicial compulsion, provided that the Disclosing Party is notified at the time such judicial action is initiated. Disclosures relating to Confidential Information shall not be deemed to be in the public domain or in the possession of the Receiving Party merely because they are embraced (but not disclosed) by general disclosures in the public domain or in the possession of the Receiving Party.

3. The obligation of the Receiving Party to receive and hold information disclosed by the Disclosing Party 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.

4. In its use of the information disclosed by the Disclosing Party, the Receiving Party agrees to comply with the U.S. Export Administration Act of 1979 (as amended) and with all regulations promulgated from time to time thereunder by the U.S. Department of Commerce.

5. All documents, drawings, specifications, sketches, and designs, pictures, films, tapes, and tangible objects furnished by the Disclosing Party to the Receiving Party shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party 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 the Disclosing Party by an authorized officer of the Receiving Party who has supervised such destruction. The Receiving Party shall not allow any Disclosing Party property, as listed in this paragraph, to be copied without first obtaining express permission from the Disclosing Party. Any work product derived from information furnished by the Disclosing Party to the Receiving Party shall be provided only to the Disclosing Party. 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 the Disclosing Party to the Receiving Party, shall be construed as a grant by the Disclosing Party 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 the Disclosing Party. Nothing contained in this Agreement shall constitute a commitment on the part of the Disclosing Party 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 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, 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 the Disclosing Party 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 validate 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 the Disclosing Party, and that monetary damages would not be an adequate remedy. Accordingly, the Receiving Party hereby agrees not to oppose any request by the Disclosing Party for equitable relief such as a Temporary Restraining Order, or a Preliminary or Final Injunction, on the grounds that the Disclosing Party has an adequate remedy at law. These specific remedies are in addition to any other remedies which the Disclosing Party may be entitled to at law or in equity. The Receiving Party further agrees to indemnify and hold the Disclosing Party 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.

The parties have caused this Agreement to be signed by their duly authorized officers or representatives, effective as of the later date below.

**RES MANUFACTURING COMPANY**

**CONTRACTING PARTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_