



DOCUMENT NO.	CONFIDENTIALITY AGREEMENT
PUR-001-F10	

This Confidentiality Agreement ("Agreement") is executed this _____ day of _____, in the year _____,
by and between DYNOMAX INC, an Illinois corporation, with its principal business location at 1535 Abbott Drive,
Wheeling, IL 60090 (DYNOMAX), and _____ a(n) _____ corporation,
With a principal business location at: _____

I. RECITALS

- A. DYNOMAX designs and manufactures Spindles, Machine Tools, Interconnect systems and assemblies, Automation Solutions, Connector and Tooling Products. DYNOMAX also machines customer specified Aerospace products to customer defined specifications and processes.
- B. CUSTOMER / SUPPLIER has acknowledged that DYNOMAX has a proprietary interest in the designs which were developed by them, and the designs possess certain information which: (i) is generally not known to the public, (ii) is used in the manufacture and assembly of the equipment, and (iii) confers or tends to confer a competitive advantage over others who do not possess such information.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION. For purposes of this Agreement, any and all information disclosed, orally, in writing, or through tangible goods or records, by one party to the other party or which were developed by one party or the other party related to the design and or manufacture of the Components, and will include, but not be limited to, technical information, designs, software, drawings, and any information received by a party from the other which that party has an obligation to treat as confidential ("Confidential Information").

2. PROTECTION OF CONFIDENTIAL INFORMATION. CUSTOMER / SUPPLIER will preserve and protect the Confidential Information for all time from disclosure by exercising the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information of a like nature to prevent the unauthorized use, dissemination, or publication of the Confidential Information.

3. USE OF CONFIDENTIAL INFORMATION. In accordance with the terms of this Agreement, CUSTOMER / SUPPLIER will not, without the prior consent of DYNOMAX INC, do any of the following:

- (a) disclose any Confidential Information to any person, other than its agents, officers, representatives, employees, or affiliates to whom disclosure will be made on a need-to-know basis in connection with the evaluation of this business opportunity ("Authorized Persons"); or
- (b) use any Confidential Information for CUSTOMER'S / SUPPLIER'S own benefit or for the benefit of any third party, except in connection with DYNOMAX INC.

4. EXCEPTIONS TO DEFINITION OF CONFIDENTIAL INFORMATION. Notwithstanding anything to the contrary contained in this Agreement, the prohibitions of this Agreement will not apply with respect to any information which:

- (a) as of the date of execution of this Agreement, is in the public domain;
- (b) becomes a part of the public domain hereafter through no fault of CUSTOMER / SUPPLIER (but only to the extent that it becomes part of the public domain);
- (c) was already in the possession of CUSTOMER / SUPPLIER as evidenced by written records;
- (d) is subsequently obtained by CUSTOMER / SUPPLIER from a third party who is not under an obligation of confidentiality to DYNOMAX INC; or
- (e) is developed by CUSTOMER / SUPPLIER independently of and without reference to the Confidential Information.



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5. OWNERSHIP OF CONFIDENTIAL INFORMATION. All Confidential Information is the property of DYNOMAX INC. Upon written demand, all tangible Confidential Information and other items delivered to or obtained by CUSTOMER / SUPPLIER and all written notes and other information related to the Confidential Information prepared by CUSTOMER / SUPPLIER will be immediately returned to the DYNOMAX INC.

6. REPLACEMENT COMPONENTS. In the event CUSTOMER / SUPPLIER receives an inquiry for a replacement Component from any person who has purchased one of DYNOMAX INC. equipment, CUSTOMER / SUPPLIER will promptly refer such inquiry to DYNOMAX INC.

7. NO GRANT OF LICENSE. Nothing in this Agreement will be deemed to confer any intellectual property rights or licenses to CUSTOMER / SUPPLIER, or any right to CUSTOMER / SUPPLIER to use the Confidential Information, except as otherwise provided in this Agreement.

8. REMEDIES. CUSTOMER / SUPPLIER acknowledge that money damages are an inadequate remedy for the breach of the terms of this Agreement, and that in addition to any such damages, DYNOMAX INC will be entitled to injunctive relief without posting any bond. CUSTOMER / SUPPLIER further agrees to protect, indemnify, and hold DYNOMAX harmless from any and all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) resulting from the unauthorized use and/or disclosure of any Confidential Information through a material breach of this Agreement by CUSTOMER / SUPPLIER and/or any Authorized Person.

9. ASSIGNMENT. The obligations of CUSTOMER / SUPPLIER hereunder are personal to CUSTOMER / SUPPLIER and may not be assigned or delegated without DYNOMAX'S prior written consent, which consent will not be unreasonably withheld. This Agreement will inure to and be binding upon the parties and their respective successors and permitted assigns.

10. TERM. The obligations of CUSTOMER / SUPPLIER hereunder will exist for a period to commence on the date of this Agreement and will continue until approved for change by DYNOMAX INC.

11. MISCELLANEOUS. This Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof. This Agreement will be construed and governed under the laws and jurisdiction of Illinois without giving effect to the principals of the conflicts of laws. In the event any legal proceedings are commenced arising out of this Agreement, such proceeding will be brought exclusively in Illinois in the Cook County Court of Common Pleas. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, it will be enforced to the extent legally permissible, and as necessary to reflect the intent of the parties, and will not affect the remaining provisions of this Agreement, which will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set opposite their names.

DYNOMAX INC.

By: _____

Date: _____

Its: _____

For "DYNOMAX INC."

CUSTOMER / SUPPLIER / PERSON

By: _____

Date: _____

Its: _____

For "CUSTOMER / SUPPLIER / PERSON"