	Document Type: Form	Title: Mutual Confidential & Non-Disclosure Agreement	
Document #	Revision	Effective Date	Page
SUP-001-F3	1.0	08/26/2025	1 of 7


## MUTUAL CONFIDENTIAL & NON-DISCLOSURE AGREEMENT

(Domestic)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between DYNOMAX, INC., an Illinois corporation ("DYNOMAX, INC."), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Company") or Individual \_\_\_\_\_. When DYNOMAX, INC. or Company receives Confidential Information (as defined herein) from the other party, it is a "receiving party" hereunder, and when DYNOMAX, INC. or Company discloses Confidential Information to the other party, it is a "disclosing party" hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Confidential Information. "Confidential Information" means confidential and proprietary information (whether in written, oral, visual or electronic form) that (a) consists of business or technical information (including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process); discoveries; technical, engineering, financial, pricing and/or other business data and documentation; sales information; inventions; know-how; manufacturing techniques and specifications; process technologies; and business plans, in each case disclosed by the disclosing party; (b) pertains to the disclosing party's current and/or prospective business; or (c) is marked as confidential, proprietary or privileged by the disclosing party.
2. Use of Confidential Information. The receiving party is entitled to use the Confidential Information of the disclosing party solely for the purpose of providing material and services (the "Purpose"). Confidential Information shall not be used by the receiving party directly or indirectly to compete with the disclosing party or in any manner to obtain a competitive advantage over the disclosing party. No public announcement or disclosure of the Purpose is to be made by either party unless such announcement has been approved by both parties.
3. Duty of Confidentiality. The receiving party shall exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to the protection of its own confidential information of a similar nature but not less than a reasonable degree of care and shall prevent disclosure of the Confidential Information to anyone except to those of its employees and agents that have a need to know such information solely in connection with the Purpose and who shall be required to observe the restrictions set forth in this Agreement. The receiving party shall not disclose, disseminate, discuss or communicate any part or all of the Confidential Information to any third party, person or entity. Confidential Information shall be used by the receiving party only for the Purpose and for no other purpose whatsoever. The receiving party will report immediately to the disclosing party any unauthorized use or disclosure of Confidential Information.

	Document Type: Form	Title: Mutual Confidential & Non-Disclosure Agreement	
Document #	Revision	Effective Date	Page
SUP-001-F3	1.0	08/26/2025	2 of 7


**ADD ADDITIONAL DUTIES IF COMPANY IS A SUPPLIER:** [Company shall promptly disclose to DYNOMAX, INC. any Confidential Information developed, discovered or invented by Company in connection with the design, manufacture and supply of products to DYNOMAX, INC.. Furthermore, at DYNOMAX, INC.' request, Company shall promptly deliver to DYNOMAX, INC. all Confidential Information and all documents and materials (whether in written, graphic or machine readable form and all copies thereof) that were made or compiled by Company during the course of Company's relationship with DYNOMAX, INC.. Company acknowledges that all such Confidential Information, and any improvements or derivations of any intellectual property used in the course of such relationship, is and shall continue to be the exclusive proprietary property of DYNOMAX, INC., whether or not prepared in whole or in part by Company and whether or not disclosed to or entrusted to Company's custody. Confidential Information created by Company will be considered a work for hire in which the ownership of all right, title and interest therein and thereto vests in DYNOMAX, INC.. To the extent Confidential Information created by Company is not considered a work for hire, Company will assign, and upon creation thereof does hereby assign, to DYNOMAX, INC. all right, title and interest in and to such Confidential Information, including any patent, copyright, trademark or trade secret rights therein.

Company is or may become a supplier of products to DYNOMAX, INC.. Any processes, tooling and or equipment owned by DYNOMAX, INC. and used by Company are to be used exclusively by Company in the production of products for or on behalf of DYNOMAX, INC.. Company acknowledges that the useful economic life of any such product is at least 30 years. Company will not at any time, directly or indirectly, manufacture, sell, distribute, repair or overhaul any products or components thereof using any Confidential Information and during the term of this Agreement and for a period of 30 years thereafter, will not, directly or indirectly, manufacture, sell, distribute, repair or overhaul any products or components the same or identical to the products or components manufactured by Company for or on behalf of DYNOMAX, INC. (or any other product or components thereof that is sold in competition to any such products or components manufactured by Company for or on behalf of DYNOMAX, INC.) to or for any third party without the DYNOMAX, INC.' prior written approval.]

4. Exceptions to Confidentiality. The obligation of confidentiality set forth herein will not apply to any information that is: (a) at the time of disclosure to the receiving party, generally available to the public or thereafter becomes generally available to the public through no act, omission or fault of the receiving party; (b) is required to be disclosed by the receiving party by final order of a court of competent jurisdiction or law, regulation or rule of a self-regulatory body; provided, however, that prior to such disclosure by the receiving party, the receiving party shall provide written notice of such order or requirement to the disclosing party and allow the disclosing party a reasonable opportunity to secure confidential treatment of any information by such court or appropriate government agency, if applicable, and the receiving party shall cooperate with the disclosing party in such effort; (c) known by the receiving party at the time of receipt from the disclosing party as evidenced by the receiving party's documentation and is not subject to an existing agreement of confidentiality; (d) independently developed by the receiving party without use of the Confidential Information, as evidenced by the receiving party's records; or (e) lawfully received without restriction from a third party who is not bound by any obligation of confidentiality.

	Document Type: Form	Title: Mutual Confidential & Non-Disclosure Agreement	
Document #	Revision	Effective Date	Page
SUP-001-F3	1.0	08/26/2025	3 of 7


5. Absence of License or Other Agreement. All Confidential Information shall remain the sole and exclusive property of the disclosing party. Nothing in this Agreement shall require the disclosing party to release or disclose any particular information to the receiving party. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" BY THE DISCLOSING PARTY AND THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTIES, WHETHER EXPRESS OR IMPLIED IN REGARD TO, AND DOES NOT ASSUME ANY LIABILITY FOR, THE ACCURACY, COMPLETENESS OR UTILITY OF THE CONFIDENTIAL INFORMATION OR FOR THE CONSEQUENCES ARISING OUT OF THE USE THEREOF BY THE RECEIVING PARTY.
6. Breach. The receiving party acknowledges and agrees that the disclosing party's remedy at law for any breach of this Agreement would be inadequate and that in the event of any actual or threatened breach by the receiving party of any of its obligations imposed by this Agreement, the disclosing party shall have the right to a temporary restraining order and preliminary and permanent injunctive relief to prevent or minimize such breach. The receiving party hereby waives, to the extent permitted by law, the requirement that the disclosing party post bond prior to entry of an injunction and also waives in such injunction proceeding the defense that disclosing party has an adequate remedy at law.
7. Term; Return of Confidential Information.
  - 7.1 Unless terminated earlier by mutual agreement of the parties or terminated by DYNOMAX, INC. in the event of breach by Company of any obligation set forth herein, the term of this Agreement shall continue until completion of the Purpose. All Confidential Information will remain subject to the obligations to maintain the confidentiality thereof indefinitely following the date of termination of this Agreement.
  - 7.2 The receiving party shall immediately return and to deliver all originals and copies of any Confidential Information in its possession or subject to its control to the disclosing party at the address first written above upon termination or expiration of this Agreement.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Illinois, without regard to conflicts of law principles. The parties agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement may be brought in the state or federal courts situated in Chicago, Illinois, that the parties hereby consent to the nonexclusive jurisdiction of any such court, and that the parties irrevocably waive any objection to the laying of venue of any such suit, action or proceeding in any such court or that any such court is an inconvenient forum.
9. Regulatory Compliance; Export Control. Company understands that the information disclosed, made available, or provided herein is private, confidential, proprietary and may also be controlled technical data or technology under the Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"), Office of Foreign Assets Control ("OFAC"), or subject to other laws or regulations. Company agrees that it will not release, show, make available, disclose or deliver in any form or fashion

	Document Type: Form	Title: Mutual Confidential & Non-Disclosure Agreement	
Document #	Revision	Effective Date	Page
SUP-001-F3	1.0	08/26/2025	4 of 7

all or any part of this information to any person who is not a U.S. Citizen, a lawful permanent resident of the United States (i.e., valid "Green Card" holder – a Visa is irrelevant for this purpose), or who has received Political Asylum in the United States without first having determined whether it is lawful to do so under U.S. laws including the EAR, ITAR, and OFAC. Further, Company will not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any non-U.S. Person without having first obtained the necessary license or approval that may be required from the U.S. Department of Commerce, Department of State, Department of Treasury, or other agency, department, or office. Company agrees that if a license or other approval is necessary it will promptly advise DYNOMAX, INC. in writing of its determination and confirm that it has not released any controlled technical data or technology and that it is seeking a license or other approval.

10. Disclosure to U.S. Government. In the event the receiving Party will disclose the disclosing Party's proprietary information to the U.S. Government for the purpose of this agreement, the disclosing party owning such proprietary information shall:
  - a. Identify such proprietary information as belonging to the disclosing party, and
  - b. Make such proprietary information with the appropriate descriptive legends, as permitted by the United States Government, set forth in FAR 52.215-1, FAR 52.227-14, DFARS 252.227-7013, DFARS 252.227-7014, or other applicable regulations, and
  - c. Appropriately identify such proprietary information as set forth in DFARS 252.227-7017, if applicable.


The receiving Party disclosing the disclosing Party's proprietary information to the U.S. Government for the purpose of this agreement shall not remove or alter any marking provided by the disclosing Party, unless the receiving Party has obtained prior written authorization from the disclosing Party. In the event the receiving Party discloses portions of the disclosing Party's proprietary information to the U.S. Government for the purpose of this Agreement, the receiving party shall mark such proprietary information with the same marking used by the disclosing party pursuant to paragraph 4.b of this Agreement.
11. Classified Information. To the extent the proprietary information exchanged hereunder involves security information classified by the U.S. Government, the Parties agree to abide by the applicable provisions of the National Industrial Security Program Operating Manual ("NISPOM") or other applicable U.S. Government requirements.
12. Exceptions. The foregoing restrictions imposed by this Agreement upon use and disclosure of a disclosing Party's proprietary information shall not apply to information that:

	Document Type: Form	Title: Mutual Confidential & Non-Disclosure Agreement	
Document #	Revision	Effective Date	Page
SUP-001-F3	1.0	08/26/2025	5 of 7

- a. Was available to the public at the time the disclosing Party discloses the proprietary information; or
- b. Becomes available to the public after disclosure by the disclosing Party, other than by a breach of this Agreement by the receiving Party; or
- c. Was already known to the receiving Party, prior to the time the disclosing Party discloses the disclosing Party's proprietary information to the receiving Party, as can be proved by written documentation that was in existence at that time; or
- d. Is or becomes available to the receiving Party without restriction from another source that does not violate any obligation to the disclosing Party; or
- e. Is independently developed by the receiving Party by persons having no access to the disclosing Party's proprietary information, as can be proved by written documentation.

The fact that individual elements of a disclosing Party's proprietary information may be in the public domain shall not relieve the receiving Party of its obligations hereunder unless the specific combination or combinations of elements as disclosed in such proprietary information is available to the public.

13. Assignment. Neither this Agreement, nor any rights or obligations hereunder, may be assigned or delegated by either party without the other party's prior written consent. This Agreement shall benefit and be binding upon the parties hereto together with its respective employees, officers, directors, subsidiaries, branches, divisions, and affiliates.
14. Miscellaneous. This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all existing agreements and all other communications between them concerning such subject matter, whether written or oral. This Agreement shall not be modified except in writing signed by both parties. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. In the event any term hereof is held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term hereof will in any way be affected thereby and the provisions shall be reformed as necessary to carry out the parties' intent to the fullest extent permitted by law. The section headings throughout this Agreement are for convenience and reference only, and the words contained in them will in no way be held to explain, modify, amplify, or aid in the interpretation, constriction, or meaning of the provisions hereof. No consent or waiver by a the disclosing party of any breach or default in the receiving party's performance of its obligations hereunder will be deemed to be a consent to or waiver of any other breach or default in the performance by the receiving party of the same or any other obligations hereunder.

	Document Type: Form	Title: Mutual Confidential & Non-Disclosure Agreement	
Document #	Revision	Effective Date	Page
SUP-001-F3	1.0	08/26/2025	6 of 7

15. Notice. All notices, requests, demands and other communications hereunder must be in writing and will be deemed to have been duly given upon personal delivery, five days after being mailed by registered or certified mail, return receipt requested, or one business day after being sent by nationally recognized overnight courier, or on the date of the transmission if sent by facsimile or e-mail (provided that notice will be effective on the first business day following the date of transmission if transmission is effected on a non-business day). Notices must be addressed to the signatories of this Agreement at the addresses first set forth above (or such other address as provided by a respective party to the other party pursuant to this provision).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and date first set forth above.

Dynomax, INC.

By: \_\_\_\_\_


By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

	Document Type: Form	Title: Mutual Confidential & Non-Disclosure Agreement	
Document #	Revision	Effective Date	Page
SUP-001-F3	1.0	08/26/2025	7 of 7

#### APPROVALS:

	Department / Title	Printed Name	Signature	Approval Date
Author	Supply Chain Manager	Michael Skrypek	-Signature on file-	08/22/2025
Reviewer	Quality Engineer	Ayden Lopez	-Signature on file-	08/22/2025

#### REVISION HISTORY

Revision	Description of Changes
1.0	Initial release.