

MUTUAL CONFIDENTIALITY (NON-DISCLOSURE) AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made effective as of the ___ day of _____, 20___, by _____ title _____ and company's name: _____ Address _____ and MILTRONIX INC a Illinois corporation.

A. Each of the parties to this Agreement desires to protect its respective proprietary business concepts, intellectual property, trade secrets and other confidential information concerning its respective products, processes, technology, customers and financial and pricing information.

B. Mutual disclosure of certain "Confidential Information"(as defined below) is likely necessary in connection with the proposed business association or contractual relationship to be evaluated and/or developed by the parties (the "Relationship").

C. In this Agreement, the party who owns and is disclosing the Confidential Information will be referred to as the "Disclosing Party" and the party to whom the Confidential Information will be disclosed will be referred to as the "Receiving Party."

Therefore, the parties agree as follows:

1. Confidential Information. The term "Confidential Information" means any information or material which is proprietary to the Disclosing Party, which is treated as confidential by the Disclosing Party or which has material economic value to the Disclosing Party, whether or not owned or developed by the Disclosing Party, and which is not generally known other than by the Disclosing Party or other parties that have obtained the information under an obligation to keep the same confidential. Confidential Information includes, without limitation, information concerning the Disclosing Party's manufacturing processes, products, product concepts, marketing techniques, pricing policies, business methods, financial information and all information regarding Disclosing Party's relationships with its customers (including the identity and purchasing history of customers) and its vendors. Confidential Information shall not include any information which:
 - (a) is in the possession of the Receiving Party at the time of disclosure;
 - (b) is or becomes known to the public generally through no fault or other action of the Receiving Party;
 - (c) is obtained lawfully from a third party who is not known by the Receiving Party to have obtained such information directly or indirectly from the Disclosing Party under an obligation to keep such information confidential;
 - (d) is developed by the employees, agents or representatives of the Receiving Party as a result of their own efforts and who had no knowledge of the information received from the Disclosing Party; or
 - (e) if disclosed by the Receiving Party pursuant to judicial compulsion, provided that the Disclosing Party is notified at the time such judicial action is initiated or as soon thereafter as possible.

2. Protection of Confidential Information. Both parties understand and acknowledge that the Confidential Information has been developed or obtained by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset which provides a significant competitive advantage. Therefore, each party agrees that at all times after the date hereof it will hold in confidence and will not disclose the Confidential Information to anyone who is not a party to this Agreement (other than agents, advisors, employees, directors, officers, affiliates, or vendors of Receiving Party who are subject to written confidentiality agreements consistent with this Agreement and who have a bona fide need to know in connection with the Relationship) and will use the Confidential Information only in connection with the evaluation of a proposed business relationship with the Disclosing Party, to formulate price quotations for the Disclosing Party, in the course of performance of a contract with the Disclosing Party or in the furtherance of business transactions between the Disclosing Party and Receiving Party.
3. Unauthorized Disclosure of Information. If it appears that either party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing, in whole or in part, the Confidential Information. Neither party shall be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
4. Term. This Agreement shall become effective upon its execution by both Parties as of the effective date first written above and shall apply only to Confidential Information disclosed by the disclosing Party during the period of three (3) years following the effective date (“the term of this Agreement”). The term of this Agreement may be extended by mutual written agreement between the Parties. Either Party may terminate this Agreement by providing written notice to the other. Notwithstanding the above, the provisions concerning nondisclosure of Confidential Information received under this Agreement shall survive the expiration or termination of this Agreement.
5. Return of Confidential Information. All documents, drawings, specifications, sketches and designs, pictures, films, tapes and tangible objects furnished by the Disclosing Party shall be returned to the Disclosing Party promptly at its request, together with all copies made of such material. The Receiving Party shall not allow any property of the Disclosing Party, 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.

Notwithstanding the foregoing, nothing contained herein shall prevent the Receiving Party from retaining Confidential Information in all routinely prepared electronic storage backups, provided that each such electronic storage backup does not specifically seek to retain Confidential Information as defined under this Agreement.

6. Relationship of Parties. 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, estoppels, 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. Entire Agreement. 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 both 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. It is agreed by and between the parties hereto that the above-stated covenants may be enforced by either party through court injunction or restraining order granted by an appropriate court of competent jurisdiction, in addition to whatever other remedies are available at law.

8. General Provisions. This Agreement shall be construed under and according to the laws of the State of Illinois. The parties agree that any litigation resulting from this Agreement shall commence in a state or federal court sitting in the State of Illinois. The parties consent to the exclusive jurisdiction of such courts located within the State of Illinois. If a suit should be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs of the suit.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Mutual Confidentiality (Non-Disclosure) Agreement the day and year first written above.

Miltronix inc

 a(n) Illinois corporation

Co Name: _____

By: _____

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____