



NONDISCLOSURE AND NONUSE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20___, between HYTECH SPRING AND MACHINE CORP. ("HyTech"), having its principal place of business at 950 Lincoln Parkway, Plainwell, Michigan 49080, and _____ representing _____ ("Receiving Party"), having a place of business at _____.

WITNESSETH:

WHEREAS, HyTech has certain exclusive proprietary rights to information associated with its business and manufacturing operations ("CONFIDENTIAL INFORMATION AND PROPERTY"); and

WHEREAS, Receiving Party is considering entering into, intends to enter into or has entered into a contract with HyTech which may require that certain CONFIDENTIAL INFORMATION AND PROPERTY be disclosed to Receiving Party; and

WHEREAS, HyTech is willing to disclose such CONFIDENTIAL AND PROPRIETARY INFORMATION AND PROPERTY to Receiving Party for the limited purpose set forth above and under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. Definitions. "CONFIDENTIAL INFORMATION AND PROPERTY" as used herein shall mean all technical and other information pertaining to the contract such as design features, material used, product samples, product enhancements, future product plans, manufacturing processes, business plans, creative concepts, devices and other things pertaining to the contract and made known to, discovered, disclosed or made available by HyTech to Receiving Party.

2. Acknowledgement. Receiving Party acknowledges and agrees that CONFIDENTIAL INFORMATION AND PROPERTY is proprietary to and a valuable trade secret of HyTech and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to HyTech.

3. Obligations of Receiving Party. In consideration of the disclosure to Receiving Party of CONFIDENTIAL INFORMATION AND PROPERTY, Receiving Party agrees that it and employees, agents and other representatives affiliated with Customer will treat the CONFIDENTIAL INFORMATION AND PROPERTY in confidence and will undertake the following additional obligations with respect thereto:

- a) use CONFIDENTIAL INFORMATION AND PROPERTY for the sole purpose of Receiving Party' contract;
- b) not copy, in whole or in part, CONFIDENTIAL INFORMATION AND PROPERTY;
- c) not disclose CONFIDENTIAL INFORMATION AND PROPERTY to a third party;
- d) not use, exploit or permit to be used or exploited CONFIDENTIAL INFORMATION AND PROPERTY for any purpose except for the limited purpose set forth in item (a) above; and
- e) return all CONFIDENTIAL INFORMATION AND PROPERTY upon the termination of its contractual relationship with HyTech.

4. Remedies. Receiving Party agrees that HyTech will be irreparably harmed if Receiving Party breaches this Agreement. Therefore, for those breaches (or threatened breaches), Receiving Party consents to the granting of equitable remedies against it (including, without limitation, injunctive relief) as well as legal/monetary damages which shall include HyTech's costs associated with HyTech dealing with those breaches (or threatened breaches) including HyTech's actual attorneys' fees.

5. Survival. The restrictions and obligations of the Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Receiving Party.

6. Negation of license. No rights or licenses, expressed or implied, are hereby granted by HyTech to Receiving Party under any patents, trade or service marks, copyrights, trade secrets or otherwise as a result of or related to this Agreement.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, U. S. A. The Circuit Court for Allegan County, Michigan, shall have jurisdiction to hear any dispute arising under this Agreement.

8. Terms. The obligation of the Receiving Party to receive and hold information disclosed by HyTech in confidence, as required by Section 3 above, shall terminate two (2) years from the date of disclosure of the information hereunder, and shall survive any earlier termination of this Agreement.

Neither party shall without prior 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 and then, only with prior written notice to the other. This agreement is binding upon HyTech and the Receiving Party and their respective successors and assigns, if any.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal.

HYTECH SPRING AND MACHINE CORP.

RECEIVING PARTY

By _____
Andrew Magiera
President

By _____

