



MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between Pres-On Corporation ("Pres-On") with its principal offices located at 2600 E. 107th Street, Bolingbrook, Illinois 60440 and _____, located at _____

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("**Confidential Information**"). A party disclosing Confidential Information to the other party under this Agreement may be referred to as the "**Disclosing Party**", and a party receiving Confidential Information from the other party under this Agreement may be referred to as the "**Receiving Party**".

1. Definition of Confidential Information. For purposes of this Agreement, **Confidential Information** shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. Notwithstanding anything to the contrary, Confidential Information shall also include any information disclosed by or on behalf of Disclosing Party that due to its character, nature, or method of transmittal, information that a reasonable person under like circumstances would treat as confidential.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Upon written request of the other party, each party shall either promptly return to the other all documents, notes and other tangible materials representing the other's Confidential Information and all copies thereof or destroy all other copies containing such Confidential Information and certify such destruction in writing to Disclosing Party. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of such copies.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Legally Required Disclosure. In the event that Receiving Party is requested or required to disclose any Confidential Information pursuant to applicable law or court order ("**Legally Required Disclosure**"), Receiving Party shall promptly notify Provider and shall, as reasonably requested by and at Provider's expense, cooperate with Provider to obtain any appropriate protective orders to limit the disclosure of such Confidential Information. Legally Required Disclosure by Receiving Party shall not be deemed a breach of this Agreement.

10. No Grant of License. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

11. Governing Law and Venue. This Agreement shall be construed, enforced and governed by the laws of the State of Illinois without regard to the conflict of laws principles thereof. Each party agrees that any suit, action or proceeding brought by such party against any other party in connection with or arising from this Agreement shall be brought solely and exclusively in any court located in Cook County, Illinois, and each party consents to the jurisdiction and venue of each such court.

12. Injunctive Relief. Either party may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its Confidential Information and property rights.

13. No Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

14. Prevailing Party's Fees and Expenses. In the event any action, suit or other proceeding is instituted or commenced to remedy, prevent or obtain relief from the breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney's fees and expenses incurred or suffered in such action, suit or proceeding including any and all appeals and petitions therefrom.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

PRES-ON CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please email electronic copy to:
supplychain@preson.com
or fax to 630-628-8025