

The Diemasters

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made as of _____ (date) by and between Diemasters Manufacturing Company, a Delaware corporation having its principal place of business located at 2100 Touhy Avenue, Elk Grove Village, Illinois 60007 and _____ (company), a(n) _____ corporation, having its principal place of business located at _____ (address). _____ (company) and Diemasters Manufacturing Incorporated. collectively referred to below as the "parties".

A. The parties to this Agreement have engaged in and expect to continue to engage in discussions relating to _____ (Project or Intent).

B. Each party (as to information disclosed by it, the "Disclosing Party") is prepared to furnish the other party (as to information received by it, the "Receiving Party") with certain confidential and proprietary information concerning its operations or the Project. Such information may include without limitation drawings, specifications, memoranda, operational data, photographs, models, prototypes, designs, materials, inventions, improvements, descriptions, sketches, computer firmware and software, manufacturing methods and techniques, quality control and test methods and data, costs and pricing, financial information, marketing and sales data and plans, and product applications and includes any notes, summaries, reports, analyses, or other material derived in whole or in part from such information.

All such information furnished by a Disclosing Party, whether furnished before or after the date of this Agreement and irrespective of the form of communication, is referred to in this Agreement as "Evaluation Material".

NOW, THEREFORE, in consideration of the premises and the agreements contained in this Agreement, the parties agree as follows:

1. The Receiving Party acknowledges that all Evaluation Material that it receives is the property of the Disclosing Party, is subject to the restrictions stated in Section 2 below, and agrees it is imperative that all such Evaluation Material remain confidential. The Receiving Party agrees that prior to being given access to the Disclosing Party's Evaluation Material each of the Receiving Party's affiliates and its affiliates' agents, advisors, and representatives (herein, such party's "Representatives") shall be informed of the confidential nature of such Evaluation Material and agree to be bound by the terms of this Agreement. The Receiving Party agrees to be responsible for any breach of this Agreement by it, its affiliates or its Representatives.

2. To maintain the confidentiality of the Project and the Evaluation Material received by it, the Receiving Party and each individual or entity agreeing to be bound by this Agreement agree that they will: (a) limit the use of such Evaluation Material solely to evaluation of the Project; (b) protect such Evaluation Material from disclosure to anyone other than employees, affiliates and Representatives of the Receiving Party who require such information to permit them to assist in evaluating the Project, using the same standard of care that it uses to protect its own confidential information from disclosure; (c) refrain from disclosing to anyone other than employees, affiliates and Representatives described in clause (b) above (i) that the parties may be considering the Project, or (ii) any of the terms, conditions or other facts with respect to the Project; and (d) not receive any license with respect to such Evaluation Material under any patent, trademark, copyright or trade secret.

3. This Agreement shall not apply to any portion of the Evaluation Material which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its affiliates or Representatives, (ii) was available to the Receiving Party on a non-confidential basis prior to disclosure to such party by the Disclosing Party or its affiliates or Representatives, (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its affiliates or Representatives when such source is entitled, to the best of the Receiving Party's knowledge, to make the disclosure, or (iv) was independently developed by the Receiving Party without reference to such Evaluation Material.

Evaluation Material that is specific as to techniques, equipment, processes, products, operating conditions, etc. is not within the exceptions stated in the preceding paragraph merely because the Evaluation Material is embraced by general disclosures in the public domain or in the possession of the Receiving Party. In addition, a combination of specific information is not within the foregoing exceptions merely because individual items of information are in the public domain or in the lawful possession of the Receiving Party, unless the combination itself and its principle of operation are in the public domain or in the lawful possession of the Receiving Party.

4. If a Receiving Party is requested or required to disclose any Evaluation Material received by it, such party will provide the Disclosing Party with prompt notice of each such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with this Agreement. If the Receiving Party is legally compelled to disclose such Evaluation Material, the Receiving Party may disclose such information to the persons and to the extent required without liability under this Agreement.

5. The Disclosing Party makes no representation or warranty as to the completeness or accuracy of any Evaluation Material furnished by it under this Agreement, except as may be expressly stated in any definitive written agreement to implement the Project.

6. The Disclosing Party may elect at any time by notice to the Receiving Party to terminate further access by the Receiving Party to the Evaluation Material disclosed to it, and each party may elect at any time by notice to the other party to terminate this Agreement. The Receiving Party agrees that in either such case it will within 30 days of receiving such notice return or destroy (with such destruction to be certified to the Disclosing Party) all copies of Evaluation Material disclosed to it. No such termination or return or destruction of Evaluation Material affects the Receiving Party's obligations under this Agreement or those of its affiliates and Representatives, all of which obligations shall continue in effect after termination.

7. This Agreement is the entire agreement between the parties relating to the confidentiality and use of the Evaluation Material. This Agreement may be modified or waived only by a separate writing signed by each of the parties that expressly modifies or waives any such term. If any provision of this Agreement is deemed null and void, the remaining parts of this Confidentiality Agreement will remain in full force and effect.

8. This Agreement shall be binding upon the parties and their respective affiliates and Representatives. It shall be construed in accordance with the laws of the State of Illinois. Each party hereby consents to submit to the exclusive jurisdiction of the state or federal courts within the State of Illinois for any proceeding relating to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**DIEMASTERS MANUFACTURING INC.
MANUFACTURING INC.**

(company)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____