

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made effective this _____, 20xx, by and between HAMMILL MANUFACTURING CO. with principal offices located at 360 Tomahawk Drive, Maumee, OH 43537 ("HAMMILL") and _____ ("RECEIVING PARTY").

STATEMENT OF PURPOSE

HAMMILL and RECEIVING PARTY intend to enter into a business relationship with RECEIVING PARTY providing services to HAMMILL. In the course of such relationship, HAMMILL will disclose to RECEIVING PARTY certain information and documentation which relates to HAMMILL's products, businesses, engineering and product plans, marketing and manufacturing strategies, and otherwise ("Confidential Information"). HAMMILL will disclose Confidential Information to RECEIVING PARTY only upon RECEIVING PARTY's specific agreement as follows:

1. RECEIVING PARTY acknowledges that the Confidential Information is a valuable asset of HAMMILL, has competitive value, is of a confidential nature, and that a violation by RECEIVING PARTY of the terms of this Agreement will cause HAMMILL to suffer irreparable and substantial damages for which money damages, alone, may prove to be an inadequate remedy. Accordingly, Receiving Party agrees that in the event it breaches this Agreement, HAMMILL shall be entitled to injunctive, or other equitable relief as the court deems appropriate, in addition to any other remedies which it may have available.
2. RECEIVING PARTY agrees that all information and documentation provided to it during the course of discussions shall be deemed to be Confidential Information unless, and to the extent, that HAMMILL indicates the same is not Confidential Information.
3. RECEIVING PARTY agrees, for itself and its directors, officers, employees, agents, advisors and representatives, that the Confidential Information will be used solely for the purpose of evaluating possible business opportunities with HAMMILL and may be disclosed by RECEIVING PARTY to its directors, officers, employees, agents, advisors, and representative only on a need-to-know basis and will not be disclosed to any other person except as required by applicable law or legal process, as provided below, without the prior written consent of HAMMILL. RECEIVING PARTY further agrees to keep strictly confidential, the fact that discussions are either contemplated or ongoing.
4. If RECEIVING PARTY, or any person to whom RECEIVING PARTY has properly disclosed Confidential Information, shall be under a legal obligation in any administrative or judicial circumstance involuntarily to disclose any Confidential Information, RECEIVING PARTY shall give HAMMILL prompt notice thereof so that HAMMILL may seek a protective order or waive RECEIVING PARTY 's duty of nondisclosure; provided that in the absence of such order or waiver, if RECEIVING PARTY or any such person shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure

to disclose, disclosure to such tribunal may be made by RECEIVING PARTY or such person without liability hereunder.

5. RECEIVING PARTY agrees, at any time hereunder upon request of HAMMILL, to immediately return to HAMMILL all Confidential Information and all copies, summaries, and extracts thereof.
6. HAMMILL makes no representations or warranties with respect to the accuracy or completeness of any of the Confidential Information disclosed to RECEIVING PARTY hereunder.
7. In the event that the transaction(s) contemplated by this Agreement is not consummated, neither RECEIVING PARTY nor its representative shall, without the prior written consent of HAMMILL, use any of the Confidential Information now or hereafter received or obtained from HAMMILL for any purpose not expressly authorized by this Agreement.
8. This Agreement will not apply to any of the Confidential Information that is, or becomes, in the public domain through no acts or omission by RECEIVING PARTY or by its agents or representatives.
9. RECEIVING PARTY will not use any Confidential Information in any patent application.
10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, exclusive of any conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove set forth.

HAMMILL MANUFACTURING CO.

RECEIVING PARTY

Address: _____

By: _____

Title:

Title: _____