

Mutual Non-Disclosure Agreement

This agreement ("Agreement") is made the ____ day of _____, 20____ between Liston Manufacturing, Inc. (Liston), with offices at 421 Payne Avenue, North Tonawanda, NY 14120 USA and _____ with offices at _____

Each company is in possession of proprietary, confidential and or trade secret technology, business plans, marketing plans, materials, products, processes and industry knowledge ("Confidential Information") and that company (the "Disclosing Party"), as part of conducting business, may disclose Confidential Information to the other company (the "Receiving Party"), directly or indirectly, in writing, electronically, orally or through display in drawings, prints, specifications, plant capabilities, data, presentations, raw materials, electronic files, prototypes, and the like. Confidential Information does not include information that: (1) was known to Receiving Party, as evidenced by its written records, prior to the time of disclosure by the Disclosing Party; (2) is or becomes available to the general public through no act or fault of the Receiving Party; or (3) is rightfully disclosed to the Receiving Party by a third party without restriction on its use or disclosure.

In order to accomplish actual, or evaluate potential, business dealings between the companies the disclosure of Confidential Information is necessary. Each company acknowledges that the value, actual or potential, of such business dealings constitute full and adequate consideration for the responsibilities it hereby accepts under this Agreement. Confidential Information in written, electronic or other tangible form shall be clearly identified to Company by the Disclosing Party as "Confidential" or "Proprietary" (or with some similar and clear legend). Confidential Information that is disclosed orally to the Receiving Party by the Disclosing Party shall be specifically identified as "Proprietary" or "Confidential" in the course of such disclosure.

The Receiving Party agrees that:

1. Receiving Party shall not use or disclose any Confidential Information, or any modifications or improvements of the Confidential Information, to or with any person or organization except to conduct business with or on behalf of the Disclosing Party; provided however, that the Receiving Party shall first ensure that: (i) any third party has signed a written agreement having essentially-similar terms and conditions to those provided herein; and (ii) a copy of each such written agreement has been provided to the Disclosing Party.
2. Receiving Party shall take all necessary steps to protect any of the Disclosing Party's Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own confidential and proprietary information of like kind, but in no event less than reasonable care. Receiving Party also agrees to inform all of its employees, subcontractors or agents to whom it discloses any of the Confidential Information of their obligation, as employees, subcontractors or agents, not to engage in any activities which may constitute a breach of Receiving Party's obligations under this Agreement.
3. Receiving Party shall not copy, reproduce, or distribute any Confidential Information or portions of Confidential Information unless Disclosing Party first agrees in writing. Receiving Party shall, at the request of Disclosing Party, return or certify the secure destruction of any media containing any Confidential Information, as directed by Disclosing Party.
4. Receiving Party acknowledges that Disclosing Party has full right, title and interest to its Confidential Information. If Receiving Party improves, modifies, or makes any derivative works of or from Confidential Information (the "Derivative Works"), Receiving Party hereby transfers any and all perceived or real rights in and to the Derivative Works to Disclosing Party; including but not limited to providing reasonable assistance to Disclosing Party in patenting the Derivative Works.
5. Receiving Party understands that Disclosing Party makes no representation or warranty regarding the Confidential Information for any purpose and does not claim its freedom from defect. Receiving Party also understands that this Agreement or any disclosure of Confidential Information shall not be construed as a grant of any rights.

Mutual Non-Disclosure Agreement

This Agreement is binding upon, will inure to the benefit of, and shall be enforceable by both parties and their successors. The term of this Agreement shall begin upon the latter date of signature below, and expire **five years** thereafter; provided however, that the Agreement may be terminated earlier by either party giving to the other **six months** prior notification of termination. Notwithstanding the foregoing sentence, all Confidential Information shall be protected by the terms hereof for **five years** following the date on which such Confidential Information was provided to the Receiving Party. This Agreement shall be construed and enforced in accordance with the laws of the United States of America and more specifically the State of Wisconsin.

AGREED AND ACCEPTED:

Liston Manufacturing, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____