

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter "Agreement) is made and entered into this _____ day of _____, 20__ by and between UMA PRECISION MACHINING, INC., located at 26833 5th Street West, Zimmerman, MN 55398 (hereinafter "Receiving Party") and _____, located at _____ (hereinafter "Disclosing Party").

RECITALS

Receiving Party and Disclosing Party each has expressed an interest in establishing a working relationship with regard to *(describe project here)*.

As a result of this exploration Disclosing Party may disclose confidential, nonpublic or proprietary information relating to its business, products or services to Receiving Party.

Disclosing Party is willing to disclose such information only pursuant to the terms of this Agreement.

AGREEMENTS

The parties hereto agree as follows:

1. All information provided by Disclosing Party to Receiving Party or any of its employees, officers, directors or agents (collectively the "Receiving Parties"), whether written or oral, shall be deemed to be "Confidential Information" within the meaning of this Agreement. Notwithstanding the foregoing, however, Confidential Information shall not include information (i) which is already in, or subsequently comes into, public domain other than through a violation of this Agreement; (ii) which is received by Receiving Party on a non-confidential basis from a source other than Disclosing Party which source is not prohibited from disclosing such information by any legal, contractual or fiduciary obligation to Disclosing Party; (iii) which was already known by Receiving Party at the time of receipt from Disclosing Party; (iv) which is developed by an employee, agent or consultant of Receiving Party who did not have access to the Confidential Information; or (v) which is disclosed by oral means but is not

described in a writing which is sent by Disclosing Party to Receiving Party within thirty (30) days of the disclosure.

2. Receiving Party, on behalf of itself and all other Receiving Parties, agrees that any Confidential Information obtained by Receiving Party shall be used solely for the purpose(s) set forth herein, and shall not be disclosed, discussed or distributed by any Receiving Party to any third party.
3. When requested by Disclosing Party, Receiving Party shall promptly destroy (or at Disclosing Party's request, return) all copies of Confidential Information received by any Receiving Party in written or other physical form and will promptly destroy all summaries or evaluations of such information prepared by it.
4. The disclosure of Confidential Information under this Agreement shall not be construed as the granting of any rights or license for any purpose other than as set forth herein, nor shall there be implied or construed any obligation in the future to grant such rights or license.
5. Receiving Party's obligations under this Agreement shall terminate one (1) year following the termination of any business relationship between the parties hereto.
6. This Agreement shall not be assigned by either party hereto.
7. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

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

UMA PRECISION MACHINING, INC.

(Company Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____