

# **Lewis Machine & Tool Company**

## **NONDISCLOSURE AGREEMENT**

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To protect certain confidential information which may be disclosed between them, **Lewis Machine & Tool Company (LMT)** and the "Recipient" identified below agree that:

1. The Disclosure of confidential information is: **Lewis Machine & Tool Company**
2. The parties' representatives for disclosing or receiving confidential information are:

**Discloser: Lewis Machine & Tool Company: Karl R. Lewis**  
**Recipient:**

3. A party receiving confidential information under this agreement ("Recipient") has a duty to protect confidential information disclosed under this agreement.
4. Recipient shall not disclose confidential information to any third party individual, corporation, or other entity without the prior written consent of the discloser and shall limit its disclosure to its employees having a need to know such information. A Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.
5. A Recipient shall have a duty to protect only that confidential information which is (a) disclosed by the Discloser in writing and is marked as confidential, or with a similar legend, at the time of disclosure, or which is (b) disclosed by the Discloser in any other manner and is identified as confidential at the time of disclosure.
6. The obligations herein will not apply to any confidential information which is (a) available to the public other than by breach of this agreement by Recipient; (b) rightfully received by Recipient from a third party without confidential limitations; (c) independently developed by Recipient's employees without reference to the confidential information; (d) known to Recipient prior to first receipt of same from Discloser, or (e) hereinafter disclosed by the Discloser to a third party without restriction on disclosure.
7. Recipient agrees to promptly and fully disclose to LMT any and all know-how, concepts, inventions, and ideas relating to any aspect of the confidential information, which may be conceived, developed or reduced to practice by or on behalf of Recipient in connection with preparing or submitting bids to LMT or in connection with supplying goods or services to LMT. Any and all such know-how, concepts, inventions and ideas, including any patents which shall be obtained thereon, shall be jointly owned by LMT and Recipient, except to the extent the parties may hereafter agree otherwise in writing. Both LMT and Recipient shall have the right to exploit all such know-how, concepts, inventions and ideas anywhere in the world except that Recipient's rights shall be subject to the obligations imposed on Recipient as set forth in Paragraph 4 hereof.
8. Neither party acquires any licenses under any other intellectual property rights of the other parties under this Agreement.

- 9. The parties do not intend that any agency or partnership relationship be created between them by this agreement.
- 10. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
- 11. This Agreement is made under and shall be construed according to the laws of the State of Illinois.

**Lewis Machine and Tool Company, Inc.**

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Authorized Signature

\_\_\_\_\_  
Recipient Signature

\_\_\_\_\_  
Mr. Karl R. Lewis  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date