1305 West 11th Street

Milan, IL 61264

NON-DISCLOSURE AGREEMENT

This Agreement is entered into effective as of _____ between _____, (the "Company") and _____, a _____ corporation ("Recipient').

Recipient is acting as an expert advising the Company in connection with a [_____], and for that purpose the Company may make certain Confidential Information (as defined below) available to the Recipient (the "Purpose"). As a condition to, and in consideration of, the Company's furnishing of Confidential Information to the Recipient, the Recipient agrees to the restrictions and undertakings contained in this Agreement.

Recipient agrees that all information disclosed by the Company to Recipient, including any such information disclosed prior to the date of this Agreement, and including without limitation Information acquired by Recipient in writing, orally or by inspection of the Company's property, relating to (without limitation) the Company's prototypes, samples, technical data, trade secrets, know-how, actual and anticipated research, developments or products, product plans, services, software, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, customers, markets, marketing plans, distribution methods, financial information, sales or programming matter, compositions, drawings, diagrams, computer programs, studies, work in process, visual demonstrations, manufacturing plans, confidential information disclosed to the Company by third parties, and other data, whether oral, written, graphic, or electronic form shall be considered "Confidential Information". However, Confidential Information shall not include information which, as Recipient can prove in written evidence, (i) is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of Recipient, (ii) is known by Recipient at the time of disclosure, or (iii) is lawfully obtained by Recipient without violation of a confidentiality obligation.

Recipient agrees (i) to use Confidential Information solely for the Purpose: (ii) to use all possible means to maintain the Confidential Information in strict confidence, and at least those measures that it employs for the protection of its own confidential information, but in any event not less than a reasonable degree of care, (iii) to disclose Confidential Information only to Recipient's employees who are required to have the information for the Purpose and have previously signed an agreement in content similar to the provisions hereof; and (iv) to immediately notify in writing the Company in the event of any unauthorized use or disclosure of the Confidential Information. Recipient shall not reverse engineer, disassemble, decompile or copy any software or other tangible objects which embody the Confidential Information, nor export or re-export or otherwise transmit, directly or indirectly, any Confidential Information, or the direct product of Confidential Information, except with the applicable government export approvals or export permits.

Recipient agrees to promptly and fully disclose to the Company 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 the Company or in connection with supplying goods or services to the Company.

All Confidential Information and all of the Company's trademarks remain the property of the Company and no license or other rights in the Confidential Information or such trademarks are granted hereby, except as expressly provided above. This Agreement does not constitute a joint venture or other such business agreement. All information is provided "as is" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

Recipient agrees to return to the Company immediately upon the Company's written request, all documents and other tangible objects containing or representing the Confidential Information and all copies thereof which are in the possession of Recipient, including but not limited to all computer programs, documentation, notes, plans and drawings, and any reports, presentations, memorandums and other similar work made by Recipient in connection with or relating to the Company or the Confidential Information. With respect to Confidential Information stored in electronic form, Recipient shall delete all such Confidential Information from its systems and shall confirm in a writing signed by an authorized representative of Recipient, that all Confidential Information has been deleted.

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, Recipient agrees that the Company shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have.

Recipient's obligations hereunder shall survive termination or expiration of this Agreement until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

This Agreement shall bind and insure to the benefit of the parties hereto and their successors and assigns, except that Confidential Information and the rights and obligations under this Agreement may not be assigned by Recipient without prior written consent of the Company. This document contains the entire agreement between the parties with respect to the subject matter hereof, and may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois excluding that body of law pertaining to conflict of law, and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Illinois and disputes arising out of the subject matter.

UNDERSTOOD AND AGREED:

_____	_____
By:_____	By:_____
Name and Title:_____	Name and Title:_____