



NORTHERN™
TOOL + EQUIPMENT

ADDRESS 2800 Southcross Drive West, PO Box 1219
Burnsville, MN 55337

PHONE 952-894-9510

WEB

FACSIMILE 952-894-1020

www.NorthernTool.com

CONFIDENTIALITY AGREEMENT

To protect certain information which may be disclosed, orally or in tangible form, by Northern Tool & Equipment Co. and any of its related companies (collectively "NTE") to _____ ("Recipient"), Recipient agrees that:

1. Information protected under this Agreement includes all trade secrets and confidential and/or proprietary information of NTE, that is not available generally to the public, including but not limited to, financial information, business plans, data processing techniques, computer programs, experimental works, design development plans, prototypical building plans, construction documents and specifications, construction detailing, construction techniques, lists of customers and suppliers, methods, systems, technology, know how, and all other technical, business and creative information ("Information").
2. A person receiving Information under this Agreement, whether from NTE or another recipient of Information hereunder, may use the Information for the sole purpose of exploring a possible mutually beneficial business arrangement ("Project") or, in the event NTE and Recipient are already engaged in a Project, for the sole purpose of furthering such Project.
3. Recipient recognizes that the loss of the confidential nature of the Information may result in irreparable harm to NTE and agrees to keep confidential and not to disclose the Information to any third party, including any independent contractor working directly on the Project, without the prior written consent of NTE. Further, Recipient shall limit its disclosure to only those of its employees having a need to know such information and having a similar duty to keep such Information confidential.
4. Recipient shall protect the disclosed Information by using at least the same degree of care as the Recipient uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent (i) the unauthorized use or dissemination to any employee or independent contractor of Recipient without a need to know, (ii) the communication to any other third party, and (iii) the copying, publication, or electronic distribution of the Information without the prior written consent of NTE.
5. Recipient agrees that it will only use the Information for the purposes set forth herein. In the event Recipient has an interest in utilizing any of the Information for any other reason, such Information may be utilized by Recipient only upon the prior written permission of NTE. Recipient will not disclose to others, make, have made, use, license or sell for its own purpose or any other person or entities any item using the Information unless specifically authorized by NTE. By this Agreement, Recipient agrees and understands that the Information and all ideas presented in the Information are and shall remain the sole property of NTE.
6. Disclosure of Information by the Recipient shall not be precluded if such disclosures are in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that Recipient shall give written notice of such request to NTE as promptly as possible, and in any event before such disclosure.

7. Upon the written request of NTE, Recipient shall promptly return to NTE all Information and, upon request, shall promptly destroy any memoranda, reports, analyses or other documents or medium which contain or incorporate any Information.
8. The obligations herein shall not apply to any information which is (i) available to the public other than by breach of this Agreement by Recipient or by breach of a confidentiality or fiduciary duty of another; (ii) rightfully received by Recipient from a third party without a confidential limitation; (iii) independently developed by Recipient or Recipient's employees; or (iv) known to Recipient without a duty of confidentiality prior to first receipt of it from NTE.
9. By this Agreement, Recipient does not acquire any licenses from NTE except the limited right to use Information as set out in Paragraph 2. All Information, including all intellectual property, shall remain the sole property of NTE.
10. By this Agreement, the parties do not intend that any agency or partnership relationship be created between them.
11. This Agreement shall be binding on Recipient and its successors and shall remain effective indefinitely, even after termination of the Project and the parties' business relationship, unless NTE notifies Recipient in writing that subsequent disclosures of the Information are not to be included within this Agreement.
12. This Agreement is not assignable and states the entire agreement of the parties as to the Information. All additions or modifications to this Agreement must be made in writing and signed by both parties.
13. This Agreement is made under and shall be construed according to the laws of the State of Minnesota.
14. Any waiver or failure by NTE to enforce any term of this Agreement or any addition or modification hereto shall not constitute a wavier of NTE's rights.
15. Recipient agrees that if it violates or threatens to violate any of the covenants or terms of this Agreement, the NTE shall be entitled to a temporary restraining order barring the Recipient from further real or threatened violations. This remedy shall be in addition to and shall not limit any of the rights or remedies to which NTE is or may be entitled and shall be available without any requirement to post a bond in connection thereof. Recipient agrees to reimburse all of NTE's costs and attorneys' fees incurred in enforcing the terms of this Agreement.

RECIPIENT:

(Company)

By: _____
(Authorized Signature)

(Print Name)

(Title)

(Address)

Date: _____