CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this ***"Agreement"***) is entered into as of _____, 20__, by and between **Charter Manufacturing Company, Inc.**, a Wisconsin corporation (***"Disclosing Party"***), and _____, a _____ (***"Recipient"***) (collectively the ***"Parties"***).

WHEREAS, the Parties hereto have entered into or will enter into discussions regarding a potential business relationship between the Parties (the ***"Proposed Relationship"***) and in connection with such discussions, the Disclosing Party may disclose to the Recipient certain Confidential Information (as such term is defined herein below), which shall be deemed to be confidential; and

WHEREAS, the Confidential Information may be disclosed in many such form(s) including oral and/or written disclosure, disclosure through training and/or disclosure through observation of products or prototypes of products, services, business plans, business documents, materials and/or property;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>Definition.</u>

"Confidential Information" means, in respect to the Disclosing Party:

(a) any information in which the Disclosing Party claims a proprietary and/or confidential interest;

(b) all confidential matters of the Disclosing Party including, without limitation, technical know-how, trade secrets, technical data, new product strategy, new products or processes, analysis, compilations, concepts, technical processes, formulae, recipes, specifications, inventions, research projects, customer lists, pricing, pricing policies, operational methods, financial information, marketing information and other business affairs;

(c) any information of a confidential nature concerning the Disclosing Party's customers, suppliers or employees; and

(d) any information the Disclosing Party has received from others which it is obliged to treat as proprietary and/or confidential.

The Confidential Information of the Disclosing Party includes all of the above information with respect to any entity controlling, controlled by, or under common control with, the Disclosing Party.

Confidential Information shall not include information which: (a) is in the public domain prior to the date of its disclosure to the Recipient by the Disclosing Party; (b) is known and can

be shown to be known by the Recipient prior to the date of its disclosure to the Recipient by the Disclosing Party; (c) becomes part of the public domain by publication or otherwise, and is not the result of any unauthorized act or omission on the part of the Recipient; (d) can be demonstrated to have been supplied to the Recipient by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence; or (e) can be demonstrated to have been independently developed by the Recipient without the use of the Confidential Information.

2. Obligation of Confidence.

(a) The Recipient hereby acknowledges and agrees that the Confidential Information constitutes valuable information, and the provisions of this Agreement are necessary to protect the secrecy and confidentiality thereof.

(b) The Recipient shall (i) maintain the Confidential Information in strict confidence and take all reasonable steps to prevent its disclosure to third parties; (ii) use at least the same degree of care as the Recipient uses in maintaining the secrecy of its own confidential information (but no less than a reasonable degree of care); and (iii) prevent the removal of any proprietary, confidential or copyright notices placed on the Confidential Information.

(c) The Recipient may use the Confidential Information only in connection with (i) its consideration of the Proposed Relationship and (ii) performing its obligations under any resulting relationship (the ***"Resulting Relationship"***). The Recipient shall not, at any time, make any use of the Confidential Information for any other purpose.

(d) The Recipient shall keep the Confidential Information confidential at all times and shall not disclose the Confidential Information to any person including its employees except to its employees, representatives, advisors and agents (collectively, the ***"Representatives"***) who have a need to know such information in connection with assisting the Recipient for the purposes set forth in paragraph 2(c) above and who are required to keep such information confidential.

(e) The Recipient agrees to indemnify and hold harmless the Disclosing Party from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Recipient or its Representatives of the Confidential Information.

3. Return of Materials and Information. At the request of the Disclosing Party, the Recipient agrees to redeliver to the Disclosing Party all Confidential Information existing in tangible form, including copies thereof. The Recipient further agrees that at the Disclosing Party's request, all documents, memoranda, notes and other writings whatsoever prepared by the Recipient or its Representatives based on the information included in the Confidential Information shall be destroyed, and such destruction shall be confirmed in writing to the Disclosing Party by the Recipient.

4. Opportunity to Seek Protective Order. In the event the Recipient or its Representatives are requested or required by applicable law, regulation or legal process (including a subpoena or other administrative or judicial request), to disclose any Confidential Information of the Disclosing Party, the Recipient shall promptly notify the Disclosing Party so

that it may seek a protective order or other appropriate remedy. Unless the demand shall have been timely limited, quashed or extended, the Recipient and its Representatives shall thereafter be entitled to comply with such demand to the extent required by law. If requested by the Disclosing Party, the Recipient shall provide reasonable cooperation (at the expense of the Disclosing Party) in the defense of a demand to disclose Confidential Information.

5. **Patent, Copyright or Trademark Infringement**. Nothing in this Agreement is intended to grant any new or additional rights under any patent, copyright or trademark, nor shall this Agreement grant the Recipient any new or additional rights in or to the Confidential Information, except the limited right to review and use such Confidential Information for the purpose outlined herein.

6. **Ownership**. As between the Parties, all Confidential Information shall remain the property of the Disclosing Party. The Recipient agrees not to assert any claim of ownership to the Confidential Information or any portion thereof.

7. **Injunctive Relief**. It is understood and agreed that damages are an inadequate remedy in the event of a breach or intended or threatened breach by the Recipient under this Agreement and that any such breach by the Recipient will cause irreparable harm, injury and damage; accordingly, the Parties agree that the Disclosing Party shall be entitled, without waiving any additional rights or remedies (including monetary damages) otherwise available to it at law, or in equity, or by statute, to preliminary and permanent injunctive relief in the event of a breach or intended or threatened breach by the Recipient.

8. **Governing Law**. This Agreement shall be governed by the laws of the State of Wisconsin (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedy. The State of Wisconsin shall be a proper place of venue for any suits to enforce this Agreement, and any legal proceedings to enforce the provisions hereof shall be brought exclusively in a court of competent jurisdiction in Wisconsin. Each Party hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement brought in any of the aforesaid courts, that any such court lacks jurisdiction over it or that such court is located in an inconvenient forum.

9. **Miscellaneous**. This Agreement constitutes the final, complete and exclusive agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the Parties with respect thereto. Any modification, rescission or amendment of this Agreement shall not be effective unless made in a writing executed by both Parties. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision(s) had never been contained herein, provided that such invalid, illegal or unenforceable provision(s) shall first be curtailed, reformed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied. Any waiver of, or promise not to enforce, any right

under this Agreement shall not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise. The undersigned represents that he or she has been duly authorized to execute and deliver this Agreement on behalf of the Recipient. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, including facsimile copies, but such counterparts together shall constitute but one and the same instrument.

DISCLOSING PARTY:	RECIPIENT:
Charter Manufacturing Company, Inc.	_____
By:_____	By:_____
Printed Name_____	Printed Name_____
Title:_____	Title:_____
Date:_____	Date:_____
Address: 12121 Corporate Pkwy Mequon, WI 53092	Address: _____ _____ _____ _____