

MUTUAL CONFIDENTIALITY AGREEMENT

NOW THEREFORE, in consideration of the mutual promises exchanged herein, the parties agree to receive such information from the other party, and to disclose such information to the other party subject to the following terms and conditions:

1. The term "Information" means technical and business information, whether written, oral, digital or graphic that the parties disclose to each other, including but not limited to financial and marketing plans and records, and further including any proposed trademark, patent, design and other registrations, business strategies and relationships with third parties, prototypes, customer lists, present and proposed products and services, trade secrets, product designs, dies and tooling, and all software and hardware associated therewith.
2. Each party agrees to protect such Information of the other party from disclosure to anyone other than the directors, officers, employees and agents ("Representatives") of the receiving party who have a business related need to have access to such Information in conjunction with the purpose of this Agreement. Each party will use the same degree of care to protect such Information of the other party as it uses to protect its own Information of like importance.
3. Except as otherwise agreed, no license to the receiving party, nor any other rights whatsoever in any manner whether in trademark, patent or copyright laws, or any ownership or right of registration of any trademark, copyright or patent or any other right "Intellectual Property" which now or may thereafter be owned or claimed by the disclosing party or any subsidiary, employer, or agent thereof is either granted or implied by this Agreement.
4. Each party warrants to the other that it has the right to disclose any Information disclosed under this Agreement, and that such disclosure does not violate the rights of any third parties or any other agreement. Neither party shall advertise, promote or disclose the intent, nature, scope or existence of a proposed or existing supplier relationship to any third party, nor shall either party deem this Agreement an endorsement of each other. In accordance therewith, neither party shall use either party's name to solicit business from third parties.
5. Upon request, all Information exchanged between the parties, and all production overruns, quality rejects, and all copies thereof shall be destroyed or returned, and not retained by the receiving party or its Representatives in any form or for any reason. Upon request, each party shall furnish written confirmation that it has done so, and in the case of overruns or rejects, no sale or disposition thereof may occur without SLC's prior written consent.
6. This Agreement is the entire agreement regarding obligations to protect Information disclosed to each other, and each party represents that the party signing below is an authorized officer, agent or representative, and that the terms of this Agreement are enforceable against the signatory and each of them. The duties and obligations to protect Information shall continue perpetually after receipt of Information, and shall survive termination of this Agreement and any other agreements that the parties may execute. This Agreement may be modified or terminated only by mutual written agreement; and it shall be enforceable in the country where Supplier is located, the United States and where any breach is, or may occur. It shall be governed by the laws of the State of Wisconsin, U.S.A. All notices pursuant to this Agreement shall be sent to the address on the first page of this Agreement to the name and title listed below.

Snap-on Logistics Company

Supplier Company Name

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____