

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (“Agreement”) is entered into by and between Trinity Precision Solutions, Inc (“TPS”) and _____ and is effective on the date signed by the second party to sign (“Effective Date”).

1) Purpose. TPS and _____ (referred to herein in context separately as a “Party” or as “Disclosing Party” or “Recipient Party” or collectively as the “Parties”) currently have or desire to establish a business relationship that likely will involve in the normal course of that relationship disclosing Confidential Information about one or both of the Parties business. The Parties acknowledge that this Confidential Information is proprietary, may include Trade Secrets and is valuable to the Disclosing Party and that the disclosure thereof will cause irreparable harm and loss to the Disclosing Party. Therefore, in consideration of the mutual promises and covenants contained herein the Parties enter into this agreement.

2) Definitions.

a) Confidential Information. Business affairs and operations; financial, business, operating, manufacturing and production methods, practices processes, and information , including plans, drawings, blueprints and/or specifications; customersupplied instructions; research; pricing and selling plans, techniques, structures and practices; inventions, improvements, conceptions, patents, copyrights, and similar information; and the names, addresses, requirements, and preferences of past, present and potential employees, vendors, customers, clients and/or patrons. Certain Confidential Information items may be Trade Secrets.

Confidential Information shall not be subject to the restrictions of this Agreement if such information (1) was already lawfully known to Recipient Party prior to commencement of Recipient Party’s relationship with Disclosing Party; (2) was available to the public at the time disclosed by the Disclosing Party to Recipient Party; (3) subsequently becomes available to the public other than by breach of this Agreement; (4) is required to be disclosed by Recipient Party by judicial or other governmental order or is necessarily disclosed in the course of resolving a bona fide dispute between the Parties, provided the Recipient Party notifies the Disclosing Party prior to the disclosure and uses its best efforts to obtain, an appropriate protective order or other assurance reasonably satisfactory to the Disclosing Party of confidential treatment of the information required to be disclosed.

b) Trade Secret. “Trade Secret” has the meaning under applicable law. The current definition of “Trade Secret” under Wisconsin law is: “information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply: (1) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can

obtain economic value from its disclosure or 2 use. (2) The information is the subject of efforts to maintain its secrecy that are reasonable under the "circumstances". Trade Secret, in addition to patents, copyrights and similar proprietary items, shall include, but not be limited to: the Disclosing Party's customer-supplied instructions and the Disclosing Party's research in conjunction with customers if subject to, and to the extent of, a disclosure restriction agreement with the customer, provided the terms of the agreement are disclosed to Recipient Party; the Disclosing Party's manufacturing process; and the Disclosing Party's pricing structure.

- 3) Non Disclosure or Use. From the Effective Date until two years after the last disclosure to a Party restricted according to the terms of this Agreement, neither Recipient Party nor any of Recipient Party's subsidiaries, divisions, employees, agents, independent contractors or other persons or organizations over which Recipient Party has control, will, directly or indirectly use any Confidential Information whether received before or after the Effective Date for any purposes except those for which it was provided to Recipient Party, or disseminate or disclose or cause to be disclosed any of the Confidential Information whether received before or after the Effective Date to any person or organization other than Disclosing Party, without the express written consent of Disclosing Party. Recipient Party also agrees that Recipient Party will undertake all necessary and appropriate steps to ensure that the secrecy of the Confidential Information in Recipient Party's possession will be maintained, including disclosing Confidential Information only to others who have undertaken an obligation of confidentiality with respect to Confidential Information of others. Except for Trade Secrets, these restrictions shall not apply to Confidential Information disclosed after a Party notifies in writing the other Party 30 days in advance that future disclosures by neither Party shall be subject to the restrictions of this Agreement.

Notwithstanding any time limitation stated herein with respect to non-disclosure or use, restrictions with respect to information that constitutes Trade Secrets will continue until the information no longer constitutes Trade Secrets under applicable law.

A Recipient Party further agrees to comply with the requirements of confidentiality agreements a Disclosing Party has with third parties concerning third-party confidential information provided that the Recipient Party is given timely notice of any such agreement

- 4) Return of Confidential Information. All Confidential Information disclosed under this Agreement remains the property of the Disclosing Party, of this Agreement shall not be construed as granting a license to the Recipient Party by the Disclosing Party. At the Disclosing Party's written request, all Confidential Information received by the Recipient Party will be promptly returned to the Disclosing Party and all other copies destroyed, including those in electronic form.
- 5) Enforcement. The parties agree that a breach of this Agreement by a Recipient Party will cause the Disclosing Party irreparable injury that cannot be adequately compensated for by money damages alone. Therefore, if a Recipient Party breaches this Agreement or if such breach appears to be an imminent possibility, the Disclosing Party shall be entitled to all legal and equitable remedies

afforded it by law as a result of the breach, and may, in addition to any and all other forms of relief, recover from Recipient Party all reasonable costs and attorneys' fees incurred by it in seeking any such remedy if it is the prevailing party. The Parties agree and 3 represent that the restrictions hereunder will not unreasonably impede the Parties' future activities or livelihood.

- 6) Miscellaneous. To the extent permitted by law, a court of competent jurisdiction shall reform any sections or provisions found invalid or unenforceable to produce its nearest enforceable economic equivalent. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each Party. The restrictions of this Agreement on a Party shall also apply to the Party's subsidiaries, divisions, employees, agents, independent contractors and other persons or entities over which the Party has control. Any notice to be delivered under this Agreement shall be given in writing and delivered, personally or by certified mail, postage prepaid, addressed to a Party at its last known address. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Wisconsin and deemed drafted by all Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties.

TRINITY Precision Solutions, INC.

By _____

By _____

Its _____

Its _____

Date _____

Date _____