



CLASSIC SHEET METAL INC

Confidential Information Disclosure Agreement

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In order to best serve our customers, suppliers, contractors and visitors, it may be desirable or necessary for Classic Sheet Metal to disclose to Undersigned non-public information of Classic Sheet Metal or its customers, which is considered proprietary and confidential by Classic Sheet Metal or its customers and affiliates.

This Agreement is entered into by and between Classic Sheet Metal, Inc., incorporated under the laws of the State of Illinois, (hereinafter "Classic") and _____ an entity having a place of business at: _____

(hereinafter referred to as "Recipient"). Unless otherwise specified hereunder Classic and Recipient including all Affiliated Businesses shall agree that their mutual objective is to provide appropriate protection of confidential information while maintaining their ability to conduct business discussions. The term "Affiliated Business" shall include Recipient and any other corporations owned or controlled by Recipient, controlled or under common control with Recipient, directly or indirectly through stock ownership, and any Subsidiary or Recipient. The term "Subsidiary", as used herein, shall include any corporation owned or controlled, directly or indirectly, by Recipient." The Classic Confidential Information disclosed to Recipient under this Agreement is for the purpose of permitting business discussions relating to metal fabricated enclosure commodities.

1. **CONFIDENTIAL INFORMATION.** Classic has developed and maintains Confidential Information including but not limited to the following: discoveries, processes and methods, systems, designs, applications, proprietary technical information and know how other tangible assets, information concerning secret processes, formulas machines, components, inventions, creations, systems, designs, materials, software, assembly techniques, pending patent applications, compositions, improvements, ideas, specifications, or arts relating to products and services, as well as financial projections, financing plans, and other business information related to present or prospective business activities of Classic. All information, and all documents, records, notebooks, drawings, photographs, and any repositories or representations of such information are hereinafter referred to as Confidential Information.

2. **CONFIDENTIAL INFORMATION EXCHANGE.** Classic desires to make available certain of the Confidential Information for the sole purpose of evaluating said information in reference to potential commercial use of the Recipient or to selling an interest in a business venture which relates to such Confidential Information. In consideration of the disclosure of any such confidential Information to the Recipient, the Recipient agrees to hold such confidential Information in confidence and not divulge it, in whole or in part, to any third party, except in confidence to those of its employees and of its Affiliated Businesses, and who require knowledge of the same for purpose for which it has been disclosed to the undersigned. Each of the said employees shall first have agreed to abide by this agreement to maintain confidentiality of such information. The Recipient further agrees not to use any of the Confidential Information in any way for its own benefit, except for the purpose specified above, without the prior written permission of Classic.

3. **OBLIGATIONS OF CONFIDENTIALITY.** The obligation of the Recipient under this agreement shall not apply to information which, at the time of disclosure to the Recipient, is within the public domain or which thereafter becomes part of the public domain through no act of failure to act of the Recipient. Before disclosure to any above employees and/or third parties as noted in Section 2 of this Agreement, Recipient will have a written agreement with such employee and/or third party sufficient to require that the employee and/or third party will treat Confidential Information in accordance with this Agreement.

4. **PERMISSIBLE DISCLOSURE.** Disclosure of Classic Confidential Information will not be precluded by Recipient if such disclosure is: (a) in response to a valid order of a court of governmental body of the United States or any political subdivision thereof; provided, however, that Recipient will first have made a reasonable effort to obtain a protective order required that Classic Confidential Information so disclosed be used only for the purpose for which the order was issued; (b) otherwise required by law; or (c) necessary to establish the disclosing party's right under this Agreement.



5. **LIMITATIONS OF CONFIDENTIALITY OBLIGATIONS.** Notwithstanding any other provision of the Agreement, the confidentiality obligations specified in Section 3 will not apply to any received Confidential Information which: (a) is already in the possession of Recipient or any Subsidiary of Recipient without obligation of confidence, prior to receipt from Classic; (b) is independently developed by Recipient or any Subsidiary of Recipient; (c) is or becomes publicly available without breach of this Agreement; (d) is rightfully received by Recipient or any Subsidiary of Recipient from a third party; (e) is released for disclosure by Recipient with Classic’s written consent.

6. **BREACH OF AGREEMENT.** The restrictions contained in this Agreement are necessary for the protection of the business and good will of Classic and are considered by Recipient to be reasonable for such purpose. Recipient agrees that any breach of this Agreement will cause Classic irrevocable damages and therefore, in the event or any such breach, in addition to such other remedies which may be available, Classic shall have the right to seek specific performance, other injunctive relief, and any other remedy that may be available under any applicable law or agreement between the parties and to recover from Recipient all costs of litigation, including but not limited to attorney’s fees and court costs.

7. **TERM OF AGREEMENT.** The term of this Agreement will shall commence on date of this Agreement and continue perpetually thereafter,.

8. **OTHER INTELLECTUAL PROPERTY RIGHTS.** It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to Classic or Recipient of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to the disclosing Party or as permitting the Party receiving the Confidential Information to unfairly obtain the right to use any Confidential Information which becomes publicly known through an improper act or omission on its part.

9. **A. AGREEMENT SUPERSEDED.** This Agreement supersedes all prior agreements made between Recipient and Classic relating to the subject matter hereof, and contains the entire understanding of the parties with respect to the subject matter of this Agreement.

B. SEVERABILITY. Should any part, term or provision of this Agreement be construed by any court of competent jurisdiction to be illegal or in conflict with any law of the governing state at the time of such decision, the validity of the remaining portions or provisions shall not be affected thereby.

C. NON-WAIVER. Failure of Classic to seek a remedy for the breach of any portion of this Agreement by Recipient shall not constitute a waiver of Classic’s right with respect to same or any subsequent breach.

D. NO MODIFICATION OTHER THAN IN WRITING. This Agreement shall not be modified, amended or rescinded other than by a subsequent written agreement signed by Recipient and Classic.

E. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

F. NO COMMITMENT TO ENTER INTO BUSINESS TRANSACTION. This Agreement shall not in any way imply and/or obligate any commitment on either part’s behalf to enter into any business transaction.

10. **SIGNATURES.** Each of the undersigned expressly certifies or affirms that the contents of any statements made or reflected in this document are truthful and accurate, and further, agrees to examine and consider the subject matter of the Confidential Information on the foregoing basis.

Classic Sheet Metal Inc:

By: _____
Title: _____
Date: _____

Recipient:

By: _____
Title: _____
Date: _____