

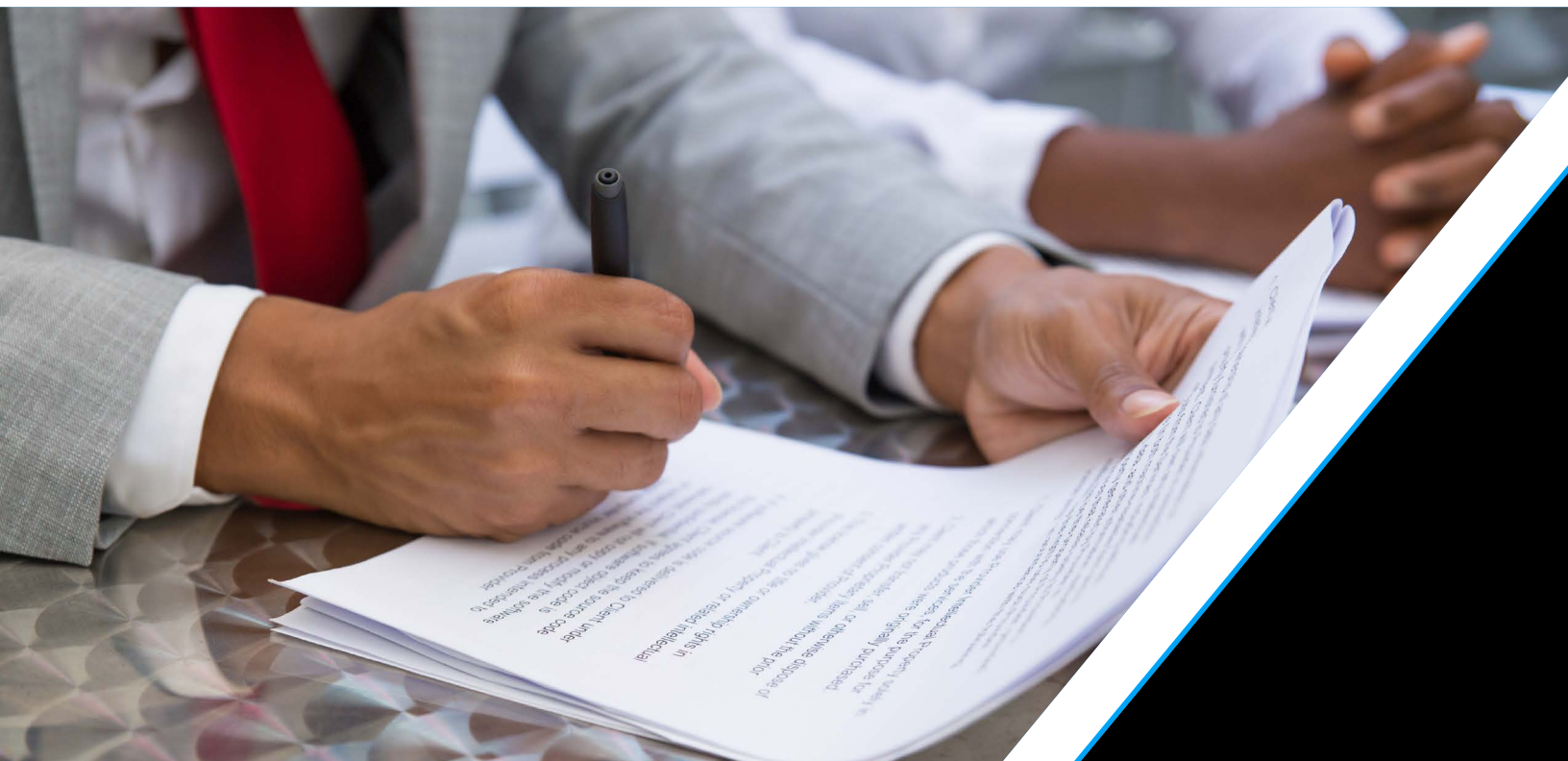
THOMAS

USA

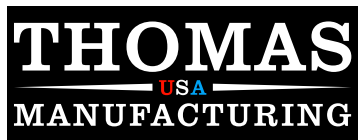
MANUFACTURING

ADVANCED MACHINE SOLUTIONS, LLC DBA THOMAS MANUFACTURING

Non Disclosure Agreement



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ADVANCED MACHINE SOLUTIONS, LLC DBA THOMAS MANUFACTURING

Non Disclosure Agreement

Advanced Machine Solutions, LLC, whose address is 414 S. Cherokee Street, Girard, Kansas
and _____, whose address is: _____
wish to preserve the trade secret status of certain information. They therefore agree that:

1. Advanced Machine Solutions, LLC, will disclose proprietary information to the other party (Recipient) for the sole purpose of quotation and advancing a possible business relationship.
2. "Proprietary Information" means information given in either hard copy form, from product samples, specification sheets, drawings, or any other form of written document or by email, fax, or any other means of transmission, orally transmitted information is Proprietary Information.
3. Proprietary Information loses that status if: (1) The information becomes publicly available (unless because the Recipient breached this agreement); (2) Recipient gets it without restriction from a third party who had the right to disclose it without restriction; (3) Recipient develops it independently, or already knew it when Advanced Machine Solutions, LLC gave it as evidenced by Recipient's written record.
4. This agreement ends one year after both parties have signed the agreement. For five years after that date, Recipient will not disclose Proprietary Information to any third party without Advanced Solutions, LLC prior to written consent, and will protect the Proprietary Information by using the same degree of care (but no less than a reasonable degree of care) as Recipient uses to protect its own similar Proprietary data. Recipient will use the Proprietary Information only for the purposes described in Section 1. On written request from Advanced Machine Solutions, LLC, Recipient will return, or have an officer certify the destruction of, all originals and copies of information provided to the Recipient.
5. Recipient may give Proprietary Information to its employees, contractors and consultants, if those individuals need to know it to assist Recipient to accomplish the purposes described in Section 1. Such individuals must first be bound by non disclosure agreements with recipients (which may be general in form) limiting their right to use such information to the purposes for which they receive it. Recipient will use reasonable commercial efforts to enforce the nondisclosure agreements this section requires.
6. Advanced Machine Solutions, LLC warrants it has the rights to disclose the Proprietary Information it gives.
7. This Agreement creates no obligation to purchase, sell, develop, research, or disclose anything. It grants no license. It creates no agency or partnership.
8. Recipient will not transfer any Proprietary Information without complying fully with applicable laws relating to Export Licensing.
9. This agreement shall be governed by the law of the State of Kansas and U.S. Federal Law. It supersedes all prior nondisclosure or similar agreements between the parties as to Proprietary Information disclosed after the Effective Date. In the event of a default by the Recipient, Advanced Machine Solutions, LLC shall be entitled to injunctive relief in addition to any other available remedies including damages. In any litigation concerning this agreement, Advanced Machine Solutions, LLC shall be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial or on any appeal.
10. All additions or modifications to this agreement, including any attachment referred to in Section 1, must be made in writing and executed by both parties.

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Signing below certifies that you have read and agreed to the Advanced Machine Solutions, LLC dba Thomas Manufacturing's terms of non disclosure on the previous page.

ADVANCED MACHINE SOLUTIONS, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

RECIPIENT

By: _____

Print Name: _____

Title: _____

Date: _____

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(620)724-6220 414 S. Cherokee St. Girard, KS 66743