



CONFIDENTIAL DISCLOSURE AGREEMENT

Under the terms of this Agreement, _____ ("Recipient"), agrees to hold in trust and confidence all Confidential Information which is submitted by MSI, A Division of Dixie Iron Works, Ltd. ("Company") in accordance with its vendor/customer registry requirements. Recipient furthermore agrees not to disclose such information to any person or persons outside its company. Recipient also agrees not to use the Company's name, designs, or actual parts for marketing purposes (ie: brochures, trade shows, sales calls, etc.) without express written consent by the Company.

For the purpose of this agreement it is understood that:

1. All Confidential Information made available in written form to Recipient will be clearly marked with the legend "Confidential Information". All drawings and prints bearing a Dixie Iron Works title block shall be considered Confidential in all circumstances. Recipient will have no obligation with respect to any portion of any written material, other than drawings and prints, which is not so labeled, or any information received orally, unless a written summary of such information is furnished to Recipient within fifteen (15) days.

2. Recipient will likewise have no obligation with respect to submitted information, regardless of label or marking, if same is:

- a. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party.
- b. Known to Recipient at the time of disclosure, or is independently developed by same, and there is adequate documentation to demonstrate either condition.
- c. Used or disclosed after a period of three (3) years after the date of receipt.

3. This Agreement shall not be construed in any manner to be an obligation to enter into a contract or result in any claim whatsoever for reimbursement of cost for any effort expended by either organization.

4. It is agreed that the Recipient shall not produce or market any parts or assemblies which are interchangeable with or directly compete with parts or assemblies depicted on Company drawings and prints, without express written release from Dixie Iron Works, Ltd.

5. This Agreement supercedes any prior agreements and is the entire understanding of the parties relating to the protection of Confidential Information; neither party shall be bound by any additional condition or promise except as subsequently set forth in writing by the party to be bound.

DIXIE IRON WORKS, Ltd.

By: _____
 Gerard Danos II, President
 or
 Dixie Executive Manager

 Title

 Date

Recipient Company Officer

 Signature

 Printed Name

 Title

 Date