MUTUAL NON-DISCLOSURE AGREEMENT

MeulenWorks LLC · Twin Cities, Minnesota

This Mutual Non-Disclosure Agreement (the **"Agreement"**) is made as of _____ (the **"Effective Date"**) between:

> **MeulenWorks LLC**, a Minnesota limited liability company, Twin Cities, Minnesota ("**MeulenWorks**"); and
>
> _____, a _____ with its principal address at _____ (the "**Customer**").

Each is a **"Party"** and together the **"Parties."** The Party disclosing information is the **"Discloser"** and the Party receiving it is the **"Recipient."**

Purpose

The Parties wish to exchange information so that MeulenWorks can evaluate, quote and, if engaged, perform plastic part design, prototyping, mold-making, reverse-engineering or related work for the Customer (the "Purpose"). Each Party may disclose information to the other in connection with the Purpose, and each wants that information protected.

Terms

1. Confidential Information. "Confidential Information" means any non-public information a Discloser makes available to the Recipient in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential. For the Customer this includes product ideas, drawings, CAD files, samples, specifications, business plans, customer and supplier information and pricing. For MeulenWorks this includes designs, CAD, process and tooling methods, quotes, rate structures and know-how. Confidential Information includes copies, notes, prototypes and other materials derived from it.

2. Exclusions. Confidential Information does not include information that the Recipient can show (a) was public when disclosed, or later became public through no fault of the Recipient; (b) was already lawfully known to the Recipient before disclosure; (c) was lawfully received from a third party without a duty of confidentiality; or (d) was developed independently by the Recipient without use of the Discloser's Confidential Information.

3. Use and care. The Recipient will use Confidential Information only for the Purpose, will not disclose it to anyone except as permitted here, and will protect it with at least the care it uses for its own confidential information and no less than reasonable care. The Recipient may share Confidential Information only with its employees, contractors and professional advisers who need it for the Purpose and who are bound by confidentiality obligations at least as protective as these; the Recipient remains responsible for them. MeulenWorks may share Confidential Information with a manufacturer or supplier engaged for the Customer's job (for example a molder or machine shop) to the extent needed to perform the work, under the same conditions.

4. Required disclosure. If the Recipient is required by law, court order or subpoena to disclose Confidential Information, it will, where legally permitted, give the Discloser prompt notice so the Discloser can seek protection, and will disclose only what is required.

5. Independent work and general knowledge. Nothing in this Agreement prevents either Party from working with other parties or on similar projects, provided it does not use or disclose the other Party's Confidential Information in doing so. Each Party may use the general knowledge, skills and experience it gains in the course of the Purpose, including general ideas, concepts and techniques retained in the unaided memory of its people, so long as it does not disclose or use the other Party's Confidential Information. Neither Party will be restricted from independently developing products, designs or services that may be similar to or competitive with those of the other Party.

6. Return or destruction. On the Discloser's written request, or when the Purpose ends, the Recipient will return or destroy the Discloser's Confidential Information and confirm this in writing if asked. The Recipient may keep one archival copy solely to show what it received and to comply with law, and copies in routine backups that are not readily accessible, subject to this Agreement for as long as they are kept.

7. Term. This Agreement applies to disclosures made within two (2) years after the Effective Date. The Recipient's obligations for each item of Confidential Information last three (3) years from the date it was disclosed, except that obligations for information that is a trade secret under applicable law continue for as long as it remains a trade secret.

8. No obligation, no license, no warranty. This Agreement does not obligate either Party to disclose anything, to enter into any further agreement, or to buy or provide any services. No license or other right is granted in either Party's Confidential Information, patents, copyrights, trademarks or other intellectual property, except the limited right to use it for the Purpose. Confidential Information is provided "as is," without warranty of any kind.

9. Ownership. Each Party keeps ownership of its own Confidential Information. Ownership of any designs, files or parts produced under an engagement will be addressed in the quote or agreement for that engagement, not by this Agreement.

10. Remedies. Each Party agrees that unauthorized use or disclosure of the other Party's Confidential Information may cause harm that money alone cannot repair, and that the Discloser may seek injunctive or other equitable relief in addition to any other remedy, without posting a bond where the law allows. In any action to enforce this Agreement, the prevailing Party may recover its reasonable attorneys' fees and costs.

11. Governing law and venue. This Agreement is governed by the laws of the State of Minnesota, without regard to its conflict-of-laws rules. The state courts located in Dakota County, Minnesota, or, where federal jurisdiction exists, the United States District Court for the District of Minnesota, have exclusive jurisdiction over any dispute arising from it, and each Party submits to those courts' jurisdiction.

12. General. This Agreement is the entire agreement between the Parties about its subject and replaces any earlier understanding about confidentiality. It may be changed only in a writing signed by both

Parties. If any part is unenforceable, the rest remains in effect. Neither Party may assign this Agreement without the other's written consent, except to a successor to its business. A failure to enforce a provision is not a waiver of it. This Agreement may be signed in counterparts and by electronic signature, and a signed copy sent by email or PDF is as good as an original.

Signatures

Signed by the Parties as of the Effective Date.

MEULENWORKS LLC	**CUSTOMER**
Signature: _____	Signature: _____
Name: Nicholas Van Watermeulen	Name: _____
Title: Member	Title: _____
Date: _____	Date: _____