



## Non-Disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by MILLER MANUFACTURING COMPANY a Minnesota Corporation located at 2910 Waters Road, Suite 150, Eagan, MN 55121 (“Receiving Company”), in favor of \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (“Disclosing Company”).

1. For purposes of study and evaluation, the Receiving Company acknowledges that it may be furnished with or may otherwise receive or have access to information or material which relates to past, present or future products, software, research development, inventions, processes, techniques, designs or technical Information and data, marketing plans, financial statements, pro formas, and so on, relating to the business affairs and operations of the Disclosing Company (the “confidential Information”) for the purpose of evaluation of the Disclosing Company with regard to potential product or company acquisition or merger.
2. The Receiving Company agrees not to disclose the confidential Information or any discussions or contracts with the Disclosing Company that have occurred or are intended, other than as provided for in the following section.
3. It is acknowledged by the Receiving Company that the Information to be furnished is in all respects confidential in nature, and that any disclosure or use of the same by the Receiving Company, except as provided in this Agreement, may cause serious harm or damage to the Disclosing Company, and its owners and officers. Therefore, the Receiving Company agrees that the Receiving Company will not use the Information furnished for any purpose other than as stated above, and agrees that the Receiving Company will not either directly or indirectly by agent, employee, or representative, disclose this Information, either in whole or in part, to any third party; provided, however that (1) the Information furnished may be disclosed only to those directors, officers and employees of the Receiving Company and to the Receiving Company's advisors or their representatives who need such Information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by the Receiving Company of the confidential nature of such Information and shall be directed by the Receiving Company to treat such Information confidentially), and (2) any disclosure of the Information may be made to which Disclosing Company consents in writing.
4. Neither party shall take or cause to be taken any physical forms of Proprietary Information (nor make copies of same) without the other party's written permission.
5. The previously stated obligations do not apply to any Information that (1) is publicly known; (2) is given to a party by someone else who is not obligated to maintain confidentiality; or (3) a party had already developed prior to the day this Agreement is signed, as evidenced by documents.
6. Within three (3) days after the close of any negotiations, the Receiving Company will return to the Disclosing Company all records, reports, documents, and memoranda furnished.

I have carefully reviewed this contract and agree to and accept its terms and conditions. I am executing this Agreement as of the day and year first written above.

Disclosing Company:

by: \_\_\_\_\_  
its: \_\_\_\_\_

\_\_\_\_\_  
Date:

Receiving Company: Miller Manufacturing Company

by: \_\_\_\_\_  
its: \_\_\_\_\_

\_\_\_\_\_  
Date