

This NONDISCLOSURE AGREEMENT, signed and dated as of the date listed below, is made and entered into by and between Milwaukee Electric Tool Corporation, a Delaware corporation, with a primary office located at 13135 West Lisbon Road, Brookfield, WI, 53005 (hereinafter, "Milwaukee Tool") and (hereinafter, "Receiving Party").

WHEREAS, Milwaukee Tool and Receiving Party are interested in pursuing discussions concerning a possible business relationship between Milwaukee Tool and Receiving Party (hereinafter, the "Proposed Transaction"); and

WHEREAS, before such discussions can continue, Milwaukee Tool and its Affiliates wish to disclose and Receiving Party and its Affiliates wish to receive certain information that may be proprietary and confidential to Milwaukee Tool. For purposes of this Agreement, an "Affiliate" of a party is any corporation, partnership, or other entity which directly or indirectly Controls, is under the Control of, or is under common Control with that party, where "Control" means possession, directly or indirectly, of the power to direct or cause the direction of management or policies of such entity through ownership of voting securities, contract, or otherwise.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, Receiving Party hereby agree as follows:

1. Receiving Party hereby acknowledges that it may receive information proprietary and confidential to Milwaukee Tool.
2. "Confidential Information" means all written and oral communications and all tangible and intangible products and materials that are related to the Proposed Transaction, including:
 - a. the existence of the Proposed Transaction
 - b. financial information, including but not limited to results of operations, business plans, prospects, strategies and projections;
 - c. market information, including but not limited to customers and distributors;
 - d. trade secrets; research and development and engineering designs, concepts, technologies, processes, methods and capabilities; products; strategies; practices; manufacturing techniques; pricing; costs of manufacture; suppliers; and vendors;
 - e. any other proprietary information considered confidential and disclosed by Milwaukee Tool to the Receiving Party;
 - f. any notes, analyses, summaries, and other materials prepared by Receiving Party or any of its employees and consultants that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("Notes")
3. Receiving Party will not use any Confidential Information for any purpose other than to evaluate the Proposed Transaction and will accept and maintain in confidence all Confidential Information received from Milwaukee Tool and will use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or dissemination of Confidential Information as Receiving Party uses to protect its own confidential and proprietary information. Receiving Party will also limit subsequent disclosure of such Confidential Information to those of Receiving Party's employees and consultants who have a need to know for the stated purpose of evaluating the Proposed Transaction and who are subject to Receiving Party's confidentiality obligations at least as restrictive as those set forth herein.
4. Receiving Party's obligations of confidentiality and nondisclosure hereunder shall not extend to information that:
 - a. Receiving Party can demonstrate was known to Receiving Party prior to disclosure;
 - b. is received by Receiving Party in good faith from a third party without an obligation of confidentiality;
 - c. is or becomes available to the general public through no fault of Receiving Party;
 - d. is furnished to a third party by Milwaukee Tool without obligations of confidentiality and non-use similar to

those provided for in this Agreement; or

- e. is developed independently by Receiving Party without use of the Confidential Information. In addition, in the event Receiving Party is required by law or regulation or pursuant to judicial or administrative process to disclose Confidential Information, it may do so provided that Receiving Party first promptly notifies Milwaukee Tool, allowing Milwaukee Tool a reasonable time to oppose such disclosure.
5. With respect to any Confidential Information that is a trade secret of Milwaukee Tool, Receiving Party's obligations hereunder shall continue for so long as such Confidential Information remains a trade secret. As to remaining Confidential Information, Receiving Party's obligations hereunder shall expire three (3) years from the date of this Agreement or the date the Confidential Information is disclosed, whichever is later.
6. Receiving Party agrees to return all Confidential Information received from Milwaukee Tool upon request except that Receiving Party may retain in the office of its legal counsel one copy of any written Confidential Information for record-keeping purposes only. In addition, the Receiving Party shall destroy all copies of any Notes created by the Receiving Party or any of its employees and consultants and certify in writing to Milwaukee Tool that such copies have been destroyed.
7. No party to this Agreement acquires any license under any intellectual property rights of any other party pursuant to this Agreement except the limited right to use the Confidential Information as set forth in Paragraph 3 above.
8. No party has any obligation under this Agreement to sell or purchase any service or products to or from any other party. In the event the parties agree that such a business relationship is appropriate, any such relationship shall be pursuant to a separate written agreement.
9. Milwaukee Tool will disclose Confidential Information as it determines in its sole discretion, and it makes no warranty whatsoever with respect to any Confidential Information it discloses to Receiving Party.
10. Due to the unique nature of the Confidential Information, Receiving Party understands that Milwaukee Tool will suffer irreparable harm in the event of any breach of this Agreement by Receiving Party and that monetary damages will be inadequate to compensate Milwaukee Tool for any such breach. Receiving Party therefore agrees that Milwaukee Tool will, in addition to any such remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.
11. No party to this Agreement may assign its duties or responsibilities under this Agreement, in whole or in part, without the written consent of the other, except that Milwaukee Tool may assign this Agreement to a successor to all or substantially all of Milwaukee Tool's stock or assets related to the subject matter hereof.
12. The individual whose signature is set forth below has the full capacity, power, and authority to execute and deliver this Agreement on behalf of the Receiving Party. This Agreement constitutes a valid and binding obligation of the Receiving Party.
13. This Agreement constitutes the entire agreement and understanding of the parties related to the subject matter hereof, and supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by the written agreement of both parties. In the event of any inconsistency between this Agreement and any other agreement between the parties with respect to the subject matter herein, this Agreement shall govern and control.
14. The various provisions of this Agreement shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remaining provisions.
15. If any provision of this Agreement shall be unenforceable in any jurisdiction, it shall be deemed modified to conform to the minimum requirements of such jurisdiction without affecting the effectiveness of the provision in any other jurisdiction.
16. This Agreement does not create any agency or partnership relationship between the parties to this Agreement.
17. This Agreement shall be construed in accordance with the laws of the state of Wisconsin without reference to conflict of laws principles. All disputes arising from or relating to this Agreement shall be within the exclusive jurisdiction of the state

and/or federal courts located within the State of Wisconsin and the parties hereby consent to such exclusive jurisdiction and venue therein.