

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement dated _____ is by and between A1 Tool Corporation ("A1"), with an address of 1425 Armitage Ave., Melrose Park, IL 60160, and _____ ("____"), located at _____.

The parties hereby agree as follows:

1. A1 and _____ wishes to exchange certain proprietary information in preparation for or in connection with a possible transaction or series of transactions (the "Transaction"). Accordingly, A1 and _____ will be referred to herein both as a "Provider" and a "Recipient", and the rights of the Provider and the obligations of the Recipient will adhere to each of the parties hereto, as applicable, and as more fully provided below.
2. Each party may receive access to, among other things, certain of the other party's non-public, proprietary information pertaining to such other party's products, sales and marketing techniques, plans and prospects, which Recipient may receive in part via conversations and other modes of communication with the Provider. All sales, customer, product, marketing or other proprietary information directly or indirectly provided by the Provider, and all other proprietary information concerning any of the Provider's operations or affairs to which Recipient obtains access as a consequence of the cooperation extended and data provided to Recipient by the Provider, is referred to herein as the "Confidential Information." Failure by the Provider to mark such information as protected, confidential or proprietary will not be determinative of the protected, confidential or proprietary character of the disclosed information. In consideration of such disclosure, Recipient is herein obligated to maintain the confidentiality of the Confidential Information.
3. Recipient will hold in confidence all Confidential Information and will use the same only for the purpose of evaluating the Transaction. Recipient will not use the Confidential Information for any other purpose, including any commercial purpose, will not use the same for its own benefit, and will not disclose the same to third parties without the prior written consent of the Provider. The Confidential Information will only be disclosed to those employees and representatives of Recipient (a) who have a need to know the same in order to evaluate the proposed Transaction, and (b) who have been advised that they will be bound by the restrictions contained herein. In any event, Recipient will be responsible for any breach of this Agreement by its employees and representatives.
4. Notwithstanding anything contained herein, Confidential Information will not include any information that:
 - (a) Is in the public domain at the time of Discloser's communication to Recipient; or
 - (b) following disclosure becomes generally available to the public or the Provider's business community other than as a result of unauthorized disclosure by the Recipient.

(c) can be shown by written documentation to have been received by the Recipient on a non-confidential basis from a third party lawfully possessing and lawfully entitled to disclose such material to the Recipient;
or

(d) was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time of Disclosure's communication thereof to Recipient; or

(e) can be shown by the Recipient's records to have been independently developed by the Recipient without direct or indirect access to the Confidential Information provided by the Provider to the Recipient.

5. Recipient's obligations under this Agreement will continue indefinitely, unless a definitive agreement is executed and delivered with respect to the Transaction, in which case the confidentiality provisions of such definitive agreement will supersede this Agreement. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event that any of the provision(s) of this Agreement should ever be deemed to exceed the time or geographic limitations permitted by applicable law, then such provision(s) shall be deemed reformed herein to the maximum time or geographic limitations permitted by the applicable law.

6. The execution of this Agreement by the parties hereto does not constitute an offer, acceptance of an offer, or commitment on the part of either party to undertake a Transaction, or to refrain from terminating negotiations at any time or for any reason. In addition, no representations or warranties are made herein as to the completeness or accuracy of any Confidential Information.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned parties as of the date first above written.

A1 TOOL CORPORATION

By: _____

Name: _____ Title: _____

(your co.)

By: _____

Name: _____ Title: _____