

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made between DYNAINDUSTRIAL LP and the SUPPLIER whose name and signature appears below. Acceptance of purchase order automatically accepts the terms of this document.

In consideration of the purchase order, I agree that:

1. The term “**Confidential Information**” shall mean all information, proprietary or otherwise, which belongs to, or is shared by, DYNAINDUSTRIAL LP, including but not limited to past, present, future and contemplated products, services, and business methods, pricing, estimating and operations, computer software and techniques, business plans, operational plans, procedures, and strategies, employee information, sales and marketing information, client information (including name, address or requirements), writings, drawings, inventions, discoveries, scientific or technical information, designs (including process and apparatus designs), design calculations, drawings, engineering appraisals and studies, data, formulae, reports, flow sheets, sketches, surveys, field notes, and design concepts relating thereto (and any tangible evidence, record, or representation thereof), and economic and financial data, including forecasts, budgets and analysis, items of information, ideas, concepts, or improvements, and records, whether in written, graphic or machine readable form or otherwise, and other records and information relating to the present or future business, plans or products of DYNAINDUSTRIAL LP, except information falling into one of the following categories:
2. Excludes public information, except information made public by a breach of this agreement; information which the SUPPLIER can show was in the SUPPLIER’S possession prior to time of contract.
3. All Confidential Information is the confidential property of DYNAINDUSTRIAL LP solely, shall not be used by the SUPPLIER for the SUPPLIER’S own benefit, and shall not be disclosed to anyone except to approved subcontractors of the SUPPLIER as may be necessary in the regular course of the SUPPLIER’S scope of work. These restrictions are indefinite in duration.

(Supplier’s Printed Name)

(Supplier’s Signature)

Date

(DynaIndustrial LP Rep. Printed Name)

(DynaIndustrial LP Rep. Signature)

Date