



Confidential / Non-Compete Agreement

This agreement entered into as of the ___ day of _____, _____, by and between GAISHIN MANUFACTURING, INC., a Michigan Corporation, having an office and place of business at 240 Urbandale Ave, Benton Harbor, MI 49022 and _____ having an office and place of business at _____ (called the 'Receiving Party').

Whereas, the parties intend to evaluate the potential of entering into a transaction:

Whereas, in connection with such potential transaction, it will be necessary for Gaishin Manufacturing, Inc. to disclose to Receiving Party certain business, technical, financial, and/or customer information/documents which Gaishin Manufacturing, Inc. regards as being confidential and proprietary; and

Whereas, Gaishin Manufacturing, Inc. is willing to furnish such information to Receiving Party pursuant to the terms and conditions set forth herein.

Now, therefore, in order to induce Gaishin Manufacturing, Inc. to furnish such information to Receiving Party, and for the other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. "Proprietary Information" means, for the purpose of this Agreement, all information transmitted, whether disclosed before or after the date of this Agreement in tangible or intangible form, relating to blueprints, financial information, customers, prospective customers, information, technology, products, trade-secrets, manufacturing, and all other matters which Gaishin Manufacturing/or Gaishin Manufacturing's customers believes to be non-public at the time of disclosure and considers to be confidential.
2. Receiving Party agrees that in consideration of receiving Proprietary Information from Gaishin Manufacturing, Inc. it will (i) maintain such Proprietary Information in strict confidence (ii) use Proprietary information only for the purposes agreed to, directed by Gaishin Manufacturing, Inc., (iii) prevent its disclosure to third parties, subject to provisions and exceptions of this agreement, and (iv) disclose such Proprietary Information only to such of its Representatives who have a need to know such Information in connection with evaluating the feasibility of a future business transaction with Gaishin Manufacturing, Inc..
3. All Proprietary Information disclosed will remain the property of Gaishin Manufacturing, Inc. The disclosure of Proprietary Information will not, and will not be construed, to (i) grant to Receiving Party any license or other right under any intellectual property right held by Gaishin Manufacturing, Inc., or (ii) constitute any representation, warranty, assurance, guarantee or inducement of any kind by Gaishin Manufacturing, Inc. as to the non-infringement of the intellectual property rights of third parties, or as to any other matter.
4. Receiving Party will not for a period of five years (5) from the first date set forth, WILL NOT, directly or indirectly, contact or solicit any of the suppliers, customers, prospective customers, or any other person having an existing, prior or prospective business relationship with Gaishin Manufacturing, Inc..
5. Receiving Party acknowledges that Gaishin Manufacturing, Inc. is relying on Receiving Party's representations and commitments contained in this Agreement in pursuing further business



discussions with Receiving Party and due to the proprietary and competitively sensitive nature of the Proprietary Information, a breach, or threatened breach, of the Agreement would cause irreparable injury to Gaishin Manufacturing, Inc. as to which Gaishin Manufacturing, Inc. would have no adequate remedy at law. In the event of a breach or threatened breach, Receiving Party agrees that Gaishin Manufacturing, Inc. in addition to any other relief to which it may be entitled to at law or in equity, will be entitled, without permanent injunctive relief or specific performance or both against Receiving Party and to recover any attorney's fees and costs incurred in connection with any action to enforce this Agreement.

This agreement will be governed by and interpreted under the laws of the State of Michigan and may not be superseded, amended or modified except by written agreement between the parties. The parties consent to the exclusive personal jurisdiction of the Berrien County Circuit Court located in the State of Michigan as the sole proper forum in which all disputed relation to this Agreement will be litigated and waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party.

This Agreement has been executed by duly authorized representatives of the parties as of the date first written above.

Gaishin Manufacturing, Inc.

By: _____

Title: _____

(Receiving Party)

By: _____

Title: _____