

CONFIDENTIALITY AGREEMENT

In connection with the interest of **FLIGHTWIDGETS AEROMOTIVE LLC, DBA FLIGHTWIDGETS** ("Flightwidgets") in (project name) for _____ and Flightwidgets have agreed to furnish to each other certain information regarding _____ or Flightwidgets which is either non-public, confidential, or proprietary in nature. Such information, in whole or in part, together with such analyses, compilations, drawings, studies, technical information, sales and distribution information, customer lists, sales volume, promotional programs, company goals and operating procedures, and all other proprietary information and/or processes, concepts, products, technology, and designs useful or necessary in either _____'s or Flightwidgets' business, and all other documents prepared by _____ or Flightwidgets, their agents or employees is hereinafter referred to as the "Information." In consideration of each party furnishing the other party with the Information, the parties agree as follows:

1. The Information will be kept confidential and shall not, without the prior written consent of the providing party, be disclosed by said recipient, their agents, or employees, in any manner whatsoever, in whole or in part, and shall not be used by the recipient, their agents, or employees, other than in connection with the transaction described above. Moreover, the recipient party agrees to transmit the Information only to their agents and employees who need to know the Information for the purpose of evaluating the transaction described above and who are informed by the recipient of the confidential nature of the Information.

2. The recipient party agrees to maintain a record of each location of the Information and of each individual who is cleared to have access to the Information, a copy of which record will be made available to the providing party upon request. The Information, and all copies thereof, including any derivative documents prepared by the recipient's agents, employees, officers, or directors will be held by the recipient and kept confidential and subject to the terms of this Agreement or destroyed at the providing party's request. Such destruction will be confirmed in writing to the providing party.

3. The recipient further agrees that the Information shall remain the property of the providing party and agrees to return the Information to the providing party immediately upon request.

4. In the event that the recipient or anyone to whom the recipient transmits the Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, the recipient will provide the providing party with prompt notice thereof so that the providing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The recipient will furnish only that portion of the Information which is legally required and will exercise the recipient's best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Information.

5. The term "Information" does not include information that (a) becomes generally available to the public other than as a result of a disclosure by the recipient or anyone to whom the recipient transmits the Information or (b) was available to the recipient on a non-confidential basis from a source other than the providing party who is not bound by a confidentiality agreement with said providing party.

6. _____ and Flightwidgets further agree that this Confidentiality Agreement shall remain in full force and effect with no expiration date.

7. The prevailing party to any lawsuit enforcing its rights hereunder shall be entitled to reasonable attorney fees and costs.

8. The parties agree that this Confidentiality Agreement shall be governed by the laws of the State of Wisconsin and the parties agree to submit to the jurisdiction of the State of Wisconsin in the event litigation becomes necessary to enforce this Agreement.

FLIGHTWIDGETS AEROMOTIVE LLC

(printed name)

By: _____

Title: _____

Dated: _____

Agreed to:

Signed

printed

Dated: _____