



CONFIDENTIAL RELATIONSHIP AGREEMENT

For and in consideration of the mutual understandings of this agreement, BESSEY TOOL GmbH & Co. KG, Bietigheim-Bissingen, Germany – hereinafter designated BESSEY – or any of its majority owned subsidiaries and the undersigned agree to the following terms:

1. This agreement shall have as its effective date, and shall be governed and construed in accordance with the laws of Germany; and may not be changed except by another writing referring hereto and signed by both parties.
2. Proprietary information may include, for example, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, plant arrangements, equipment configuration, studies, findings, software, biological material, video tape, inventions or ideas, but is not limited to these items.
3. The discloser, which is BESSEY, intends to maintain the trade secret status of its proprietary information.
4. The discloser shall clearly identify its proprietary information by oral notice before disclosure of nontangible proprietary information to recipient.
5. The proprietary information relates to BESSEY's (describe subjects)
 -
 -
6. The parties' representatives, designated below, shall make all arrangements and be informed of all communications relating to this agreement. Any changes in representative by one party shall be made upon written notice to the other party.
7. While the amount of proprietary information to be disclosed is completely within the discretion of the discloser, all disclosures here-under shall be completed within one day (date of introduction).
8. Recipient shall exercise reasonable care to prevent disclosure of discloser's proprietary information to any third party, except as may be authorized in writing by discloser, and internal dissemination of discloser's proprietary information by recipient shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligation to maintain the trade secret status of such information and to restrict the use of such information solely to the use granted to recipient under this agreement.
9. Except as may be authorized in writing by discloser, recipient shall not use the proprietary information disclosed by discloser under this agreement for any purpose.
10. Nothing hereinabove contained shall deprive recipient of the right to use or disclose any information:
 - a. which is, at the time of disclosure, generally known to the trade or public;
 - b. which becomes at a later date generally known to the trade or public through no fault of recipient and then only after said later date;
 - c. which is possessed by recipient, as evidenced by recipient's written or other tangible evidence, before receipt thereof from discloser;
 - d. which is independently developed by recipient's employee(s) who neither directly nor indirectly had access to discloser's proprietary information;
 - e. which is disclosed to recipient in good faith by a third party who has an independent right to such information; or
 - f. after a period ending Jan. 31st 2007
11. Nothing contained in this agreement shall be construed as creating an express or implied license to use any proprietary information other than as provided in paragraph 9.

Date:	(Name in printed letters / company)	(BESSEY Tool GmbH & Co. KG)
Date:	(Name in printed letters / company)	(signature)
Date:	(Name in printed letters / company)	(signature)