



VENDOR CONFIDENTIALITY AGREEMENT

This Vendor Confidentiality Agreement (the "*Agreement*") is made and entered into as of _____ by and between _____, with offices located at _____, _____ ("*Vendor*"), and Dynetic Systems Inc., a Minnesota Corporation, with offices located at 19128 Industrial Blvd., Elk River, Minnesota 55330 ("*the Company or Companies*"). Vendor and the Company are sometime referred to herein individually as a "party" and collectively and the "parties."

BACKGROUND

- A. Vendor is planning to work with the Company to provide _____ (the "*Project*").
- B. In connection with the Project, the Company will disclose to Vendor, and Vendor will be given access to, certain proprietary, confidential and trade secret information.
- C. The parties desire to set for the terms and conditions under which the Confidential Information (as defined below) shall be provided to Vendor.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and such other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Company and Vendor agree as follows:

1. The following terms used herein shall have the following meanings:

- a. "*Confidential Information*" means all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current or historical data, computer programs documentation, market and business research and plans, trade secrets, customer and employee information, and all other technical, financial or business information disclosed by Teleflex to Vendor; *provided, however*, "Confidential Information" shall not include information that (i) is or becomes generally known to the public other than as a result of a disclosure by Vendor in violation of the terms of this Agreement; (ii) is received by Vendor from a third party where such third party was under no obligations to maintain such information as confidential; or (iii) which is independently developed by Vendor without reliance upon any information that would otherwise constitute Confidential Information, as evidenced by Vendor's written records.

- b. "*Affiliate*" means with respect to a party any other Person at any time now or hereafter controlling such party, or controlled by or under common control with such party.

- c. "*Person*" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, partnership, limited liability company, trust or other entity.

2. Vendor shall use the Confidential Information solely in connection with the performance of its obligations and commitments under the Project and shall employ the same level care and discretion to maintain the confidentiality of the Confidential Information as it uses with similar information of its own, but in no event less than a reasonable standard of care. Except as otherwise expressly permitted herein, Vendor

further agrees not to disclose any Confidential Information to any Person, except to the extent that disclosure of such information (a) has been consented to in writing by Teleflex or (b) is made to only those of Vendor's directors, officers, employees, agents and advisors (collectively referred to herein as the "Representatives") who need to know such information in connection with the Project; *provided, however*, that prior to disclosing Confidential Information to any Representatives, (i) Vendor shall provide each such Representative with a copy of this Agreement and advise such Representative of the confidential nature of such information, and (ii) each such Representative shall agree to be bound by the terms of this Agreement as if it were a party hereto. Notwithstanding the foregoing, Vendor shall be responsible for any breach of this Agreement by any Representative.

3. Vendor will not, and will direct its Representatives not to, disclose to any Person (a) either the fact that any review, evaluation, investigations, discussions or negotiations are taking place concerning the Project or that it has received any Confidential Information or (b) any of the terms, conditions or other facts with respect to the Project, including the status thereof.

4. Without the prior written consent of the Company, neither Vendor nor any of its Representatives shall solicit or cause to be solicited the employment of or hire any employees of the Company or any of its affiliates; *provided, however*, that the foregoing restriction shall not preclude Vendor or any of its Representatives from (a) engaging in general solicitations of employees not specifically targeted at the Company, any of the Companies affiliates or any of their respective employees or (b) hiring Company employees who respond to a bona fide advertisement or general solicitation for a job opening or non-directed executive search that was not specifically directed at the Company, or any of the Companies affiliates or any of their respective employees.

5. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Vendor. The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other Person.

6. In the event that Vendor or any of its Representatives become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Vendor shall provide the Company with prompt prior written notice of such requirement so the Company may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Vendor or such Representative, as the case may be, may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of legal counsel, is legally required to be disclosed, and Vendor or such Representative will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. In any event, neither Vendor nor any Representative will oppose action by the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

7. In the event the Project is terminated by either party, or upon the Companies written request, Vendor shall promptly return all Confidential Information in Vendor's or any Representative's possession. The termination of the Project or any other agreement or business relationship between, or involving both Vendor and the Company, shall not relieve Vendor of its obligations with respect to Confidential Information disclosed pursuant to the terms hereof.

8. The parties acknowledge and agree that any breach or threatened breach of any of the provisions hereunder will result in immediate and irreparable harm to the Companies business interests and that remedies at law in such event will be inadequate. Teleflex shall therefore have the right to seek immediate injunctive relief against such breach without any requirement to post bond as a condition of such relief, and to such other and further relief as a court of competent jurisdiction may deem proper under the circumstances.

9. The invalidity of any provision of this Agreement shall not affect the validity of the remainder of any such provision or the remaining provisions of this Agreement.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No party may assign any of its rights or duties under this Agreement without the prior written consent of the other party. This writing contains the entire Agreement between the parties with respect to the matters described herein, and is a complete and exclusive statement as to the terms thereof. This Agreement may not be altered or modified except in writing signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Vendor Confidentiality Agreement as of the date set forth above.

Dynetic Systems Inc.
19128 Industrial Blvd.
Elk River, Minnesota, 55330
763-441-4300
www.dynetic.com

By: _____
Name: David Fergus
Title: COO – General Manager

By: _____
Name: _____
Title: _____