

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into this ___ day of _____, 2004, by and between _____ ("Provider") and **FOAMATION, INC.** ("Company").

WHEREAS, Provider has given the Company trade secret and other information, in written and oral form or as models and prototypes (the "Information");

AND WHEREAS, the Information provided is to assist Company in evaluating a possible transaction with Provider (the "Permitted Use");

AND WHEREAS, the parties hereto desire to enter into this Agreement to reflect the agreement reached between them that any disclosure of the Information to Company is made on a confidential basis and shall be treated as described in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As used in this Agreement, the term "Information" shall not include any matter which: (i) was or is in the public domain, (ii) was known to Company prior to disclosure to Company by Provider, (iii) is disclosed or furnished to Company by a third party not subject to an obligation of confidentiality, or (iv) thereafter becomes information generally available to the public.
2. Company hereby agrees with Provider as follows:
 - (a) Company will hold in confidence, and not disclose to third persons, all of the Information in accordance with the terms of this Agreement.
 - (b) Company will use the Information only in connection with the Permitted Use.
 - (c) Company shall not disclose all or any part of the Information to any third person, except to officers, directors, employees, attorneys, accountants, and representatives of Company ("Agents") in connection with the Permitted Use, who themselves will be bound by the terms of this Agreement.
 - (d) Company shall not make any copies of any of the Information except as necessary to assist in the Permitted Use.
 - (e) Company will, upon request of Provider, return to Provider all copies of any of the Information (without retaining any copies) and destroy all summaries, notes or extracts of any of the Information.

- (f) Company will, to the extent permitted by law, promptly notify Provider of any request (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, so that Provider may either seek an appropriate protective order or waive compliance with this Agreement in connection with such request.
- 3. Nothing in this Agreement shall obligate Provider or Company to enter into any further agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement, and all of the obligations contained herein, shall terminate on the date which is six months from the date of this Agreement.
- 4. This Agreement may be executed in two or more counterparts, which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in a manner appropriate to each as of the date set forth above.

FOAMATION, INC.

By: _____

Title: _____

PROVIDER

By: _____

Title: _____