



NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between **SAUER INC.** ("Sauer") and _____ ("Applicant"), and establishes the terms and conditions of a planned disclosure by Applicant of confidential financial information to Sauer for the purpose of prequalifying Applicant to perform as a subcontractor on Sauer projects.

1. The confidential information of Applicant which is subject to this Agreement includes financial information of Applicant; such as audited financial statements, balance sheets, income statement and statement of cash flow (all collectively referred to as "Confidential Information") submitted to Sauer in Applicant's response to a request from Sauer that Applicant complete and submit a subcontractor prequalification statement to Sauer.

2. Sauer agrees that all Confidential Information supplied by Applicant will be accepted in confidence and maintained in confidence and shall not, without the prior consent of Applicant, be disclosed to others.

3. Sauer agrees that it will not reveal the Confidential Information obtained from Applicant to others, except internally to the extent that it is necessary to disclose such information to its representatives and employees having a need to know such information for the sole purpose of evaluating the Applicant's ability to perform. Sauer further agrees that all such representatives and employees shall be informed by Sauer of the confidential nature of such information and shall agree to respect the confidential nature of the information prior to receiving such information. No other use or disclosure of Applicant's Confidential Information shall be made by Sauer without the Applicant's approval.

4. Only financial information clearly marked as "CONFIDENTIAL" and submitted directly to Sauer's controller, James M. Rossini, either electronically or in paper copy, at the following address and accompanied by a copy of this Non-Disclosure Agreement with the Applicant's name inserted in paragraph one above and signed in the signature block below, shall be subject to the terms of this agreement:

- a. Electronically:
jrossini@sauer-inc.com
- b. Paper Copy:
Sauer Inc.
11223 Phillips Parkway Drive, East
Jacksonville, FL 32256
Attention: James M. Rossini (CONFIDENTIAL)

5. All reasonable precautions shall be taken by Sauer to insure compliance with the terms and conditions of this Agreement.

AGREED AND ACCEPTED

Sauer Inc.

By _____

Name James M. Rossini

Title Controller Date 9/18/2013

Applicant

By _____

Name _____

Title _____ Date _____