

MUTUAL CONFIDENTIALITY AGREEMENT

This is a Mutual Confidentiality Agreement (“Agreement”) between **ATW COMPANIES, INC.**, a Rhode Island corporation (collectively, with its controlled affiliates, divisions, subsidiaries, including all employees, officers, directors and agents thereof, “ATW”), and **e.g. Dynamic Group, Inc.** a **e.g MN** corporation (collectively, with its controlled affiliates, divisions, subsidiaries, including all employees, officers, directors and agents thereof, “**e.g Dynamic**”). ATW and **e.g Dynamic** are sometimes collectively referred to as the “Parties” and individually as a “Party.”

In connection with each of the Party’s evaluation of a possible transaction among the Parties, each Party (a “Receiving Party”) will have and will continue to receive information concerning the other Party from the other Party (the “Disclosing Party”). As a condition to being furnished such information, each Receiving Party agrees to treat any information, whether oral, visual, written or otherwise, concerning the Disclosing Party which is observed or furnished by the Disclosing Party (herein collectively referred to as the “Evaluation Material”) in accordance with the provisions of this Agreement and to take or refrain from taking certain actions herein set forth.

The term “Evaluation Material” does not include information which: (i) was already in the Receiving Party’s possession prior to the first discussion of a proposed transaction, provided that such information was not subject to another confidentiality agreement with, or other obligation of secrecy to, the Receiving Party or another party; or (ii) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its advisors, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to the Disclosing Party or another party; or (iv) is independently developed by the Receiving Party without access to, or use of any portion of, the Evaluation Material.

The Parties hereby agree that the Evaluation Material will be used solely for the purpose of evaluating a proposed transaction among the Parties and that such information will be kept confidential by each of the Parties and its representatives; provided, however, that (i) any of such information may be disclosed to directors, officers and employees and advisors, including employees of affiliated companies (collectively, “representatives”) who need to know such information for the purpose of assisting in the evaluation of a proposed transaction (it being understood that such representatives shall be informed of the confidential nature of such information and shall be directed to treat such information confidentially), and (ii) any disclosure of such information also may be made to others, provided that the Disclosing Party consents in writing prior to any such disclosure. Prior to any disclosure of the Evaluation Material to a third party advisor, each party will assure itself that such Evaluation Materials will be kept confidential by such third party advisor. Each party will be responsible for assuring compliance with, and be liable for any breach of, the terms of this Agreement by its representatives.

Although each Disclosing Party will endeavor to use all reasonable efforts to include in the Evaluation Material information known to it which it believes to be relevant and accurate for the purpose of the Receiving Party's investigation, each Party understands that neither Party nor any of their respective representatives have made or will make any representation or warranty as to the accuracy or completeness of the Evaluation Material.

Upon the Disclosing Party's written request, whether before or after the completion of the Receiving Party's evaluation, the Receiving Party shall promptly destroy all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by the Receiving Party, its advisors or otherwise), and such destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party supervising such destruction.

In the event that the Receiving Party or its representatives or anyone else to whom that the Receiving Party supplied the Evaluation Material or any of the facts or information referred to herein are requested or required (by oral questions, interrogatories, requests for information or document subpoena, civil investigative demand, law, regulation, any formal or informal investigation by any government or governmental agency, authority or otherwise) to disclose any Evaluation Material or any of the facts or information referred to herein or any information relating to any possible transaction with respect to the Disclosing Party or such person's opinion, judgment, view or recommendation concerning the Disclosing Party as developed from the Evaluation Material, that party agrees (i) to immediately notify Disclosing Party of the existence, terms and circumstances surrounding such a request, (ii) to consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request, (iii) take all legally available steps to reasonably prevent the disclosure of the Evaluation Materials, and (iv) if disclosure of such information is required, to furnish only that portion of the Evaluation Material, which, in the opinion of the Receiving Party's counsel, it is legally compelled to disclose and to cooperate with any action by the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material.

ATW and e.g Dynamic agree that, without the prior written consent of the other Party (which consent may be granted or withheld in the other Party's sole discretion) for a period of two (2) years from the date hereof neither Party will solicit for employment or hire any person currently employed by the other Party.

All obligations under this Agreement will terminate and expire five (5) years from the last date this Agreement is executed by either Party.

It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other future exercise thereof or the exercise of any right, power or privilege hereunder.

ATW and e.g Dynamic acknowledge and agree that in the event of any breach of this Agreement, the other Party would be irreparably and immediately harmed and cannot be made whole by monetary damages. It is accordingly agreed that the non-breaching Party, in addition to

any other remedy to which it may be entitled, at law or in equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to compel specific performance of this Agreement without the need of proof of actual damages. The Parties hereto hereby irrevocably agree that the federal or state courts sitting within the State of Rhode Island shall be a proper forum for the resolution of any dispute, action or proceeding arising hereunder and the Parties hereby irrevocably consent to nonexclusive personal jurisdiction in such courts. Further, the Parties (i) irrevocably waive to the fullest extent permitted by law any objection that such Party may now or hereinafter have to the laying of the venue of any such proceeding brought in such a court or that such proceeding has been brought in an inconvenient forum and (ii) irrevocably agree that service of copies of the summons and complaint and any other process that may be served in any such action or proceeding brought in such a court may be made by mailing or delivering a copy of such process to them at their respective addresses.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island.

Agreed to:

ATW COMPANIES, INC.

Name (print): _____

Signature: _____

Title: _____

Date: _____

e.g. Dynamic Group, Inc.

Name (print): _____

Signature: _____

Title: _____

Date: _____