

## Customer Confidentiality Agreement

This agreement is made effective \_\_\_\_\_, between Universal Metal Products, Inc. (the “Company”) and \_\_\_\_\_ (“Customer”) to facilitate their desire to exchange certain proprietary information for the purpose of developing equipment, parts and technology related to \_\_\_\_\_ (the “Project”). Subject to the following conditions, each party is willing to disclose to the other its proprietary information to carry out the Project:

1. Information Subject to this Agreement: The proprietary information subject to this Agreement consists of all parts, prototypes, samples, metals, drawings, specifications, engineering data, photographs and other documented material submitted by either party to the other disclosing any process, apparatus, product, formulation, now-how, trade secret, operating or manufacturing technique, statistics, formula, invention, patentable idea, investigation or other property belonging to the disclosing party (collectively referred to as “Information”). The Company’s Information consists of equipment, details, engineering, business plans, the design of parts produced and any other information which is not generally known other than by the Company; the Customer’s Information concerns the Project, manufacturing processes, quantities and any other Information related to the project. Information covered under this Agreement shall be made available to the recipient part in writing and shall be labeled “confidential.” If a disclosing party desires to protect Information conveyed orally or visually, it shall describe the Information in writing and designate it as “confidential.”
2. Non-Disclosure and Use Restrictions: The recipient party agrees to hold in confidence all such Information made available to it by the disclosing party, not to divulge any such Information to any third party and not to use any such Information except in connection with the Project or its purposes. The obligations of the recipient party shall not apply to any part of the disclosing party’s Information which (a) is or becomes public knowledge through no fault of the recipient; (b) was in the recipient’s possession at the time of disclosure hereunder and was not acquired directly or indirectly from the disclosing party; (c) is disclosed to the recipient by a third party free from any obligation of confidentiality; or (d) is developed independently by the recipient.
3. Disclosure to Employees: Each of the parties agreed to limit access to the Information only to its employees who reasonably require access to it in the performance of their regular duties and who are under written obligation to treat the Information in the manner specified herein. Each of the parties agrees to treat Information disclosed to it with reasonable safeguards and in no event less than the degree of care that is normally

exercised in the protection of its own Information. Upon written request of a disclosing party, Information disclosed shall be kept under a filing and storage system by the recipient designated to prevent access thereto by any person other than employees directly responsible for and actively engaged in performing work on the Project.

4. Disposition of Information: Upon written request by a disclosing party, all Information furnished to and any copies or reproductions thereof made by a recipient party shall be returned to the disclosing party or destroyed by the recipient.
5. Intellectual Property Rights: Disclosure hereunder of Information under this Agreement does not carry with it any express or implied right or license to utilize or to practice any of the disclosing party's existing intellectual property, including Information, improvements, developments, inventions, patents, trade secrets or know-how. Each party shall retain its respective rights in any patentable or copyrightable idea, process, apparatus, method, product, composition of matter, work or property developed by that party during the Project. The Company shall be entitled to receive a royalty free license to use, make or sell any such item without further consideration. Intellectual property rights on items or ideas developed as a result of the Project shall be the property of the Company.
6. Advertising: The Customer shall not disclose that it is performing the project or any work for the Company without its written consent. The Customer shall, however, be entitled to disclose and publicize the fact that it is or has been involved with work on the type of process and/or equipment with which the Project is concerned without revealing Company's identity, any details of the Project or any of Company's Information.
7. Separate Contracts: None of the services or work to be performed by the Customer for the Project shall be subcontracted to other persons or companies without the prior written permission of the Company. Any separate contract of the Customer that may require disclosure of the Company's Information shall be subject to prior written approval of the Company.
8. Inventions: Should the work performed by Customer for Company under this Agreement or any purchase order or the like result in any invention or work of authorship whether patentable, copyrightable or not, regarding any Company component or assembly or the manufacturer or use thereof, Customer hereby assigns and shall assign all right, title and interest in such invention or work of authorship and to any patents, copyrights or other intellectual property which Customer may obtain thereon. Customer will assist Company, at the request and expense of Company in the

completion and execution of all documents necessary to obtain such patents, copyrights or other intellectual property and to perfect and record Company's ownership thereof. Customer agrees that any such work of authorship which can be construed to be a "work for hire" under the provisions of the United States copyright act shall be considered a "work for hire."

9. Duration: This Agreement shall remain in effect for a period of ten (10) years from the date hereof. It may be terminated at any time during that period by either party upon ninety (90) days written notice of termination, but the provisions of paragraphs 2, 3, 4, 5 and 8 above shall survive any such termination.
  
10. Governing Law and Disputes: This Agreement shall be governed, construed and enforced in accordance with the law of the State of Ohio without regard to conflict of laws decisions. Neither party shall be liable to the other for consequential or special damages. All disputes arising out of or relating to this Agreement or the project shall be resolved under the Rules of Commercial Arbitrations of the American Arbitration Association ("AAA") except that either party may seek injunctive relief in a court of competent jurisdiction solely to prevent or prohibit disclosure of Information. Any venue disputes shall be decided by the AAA, and judgment on any award may be entered in any court of competent jurisdiction. The Company's rights and remedies shall be cumulative, and the rights and remedies specified in this instrument are in addition to all rights and remedies available at law or in equity.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their duly authorized representative to execute this Agreement effective on the date above.

Company:

Customer:

Universal Metal Products, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_