

CONFIDENTIALITY AGREEMENT

(One-Way; vendor, supplier, customer)

This Agreement, made this _____ day of _____ 20__, is between _____, a _____ corporation having a place of business at _____, (the "Company") and Solmet Technologies Inc/Solmet Services Inc., an Ohio corporation, having its principal place of business at 2716 Shepler Church Avenue SW, Canton, Ohio 44706.

WHEREAS, the Company and Solmet desire to enter into discussions about the possibility of one or more business relationships between them; and

WHEREAS, in connection with discussions about such business relationships that are anticipated to occur between the Company and Solmet, Solmet will disclose to the Company information Solmet considers proprietary or confidential; and

WHEREAS, the Company has agreed to keep confidential all such information disclosed to it by Solmet and has agreed to enter into this Agreement to evidence its agreement to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees with Solmet as follows:

1. **Definition.**

(a) In this Agreement, the term "Confidential Information" means information, disclosed (whether orally or in writing) to the Company by, or known by it as a consequence of or through its discussions with, Solmet, about Solmet or Solmet's products, processes, and services, including, but not limited to, matters of a technical nature, such as trade secrets, know-how, innovations, inventions, discoveries, formulas, research projects, methods, processes, machines, equipment and manufacturers, and matters of a business nature, such as information about costs, profits, markets, sales, lists of customers, business processes, computer programs, accounting methods, information systems, financial statements, business or financial plans and reports, and any other information of a similar nature.

(b) "Solmet" includes Solmet's Affiliates. For purposes of this Agreement "Affiliate" means any corporation, partnership, or legal entity (i) under common control with, (ii) controlled by, or (iii) controlling, Solmet, as the case may be; regardless of whether such Affiliate exists on the date of this Agreement or is or becomes an Affiliate on the date of this Agreement or thereafter.

2. **Confidentiality.**

(a) The Company shall keep secret and confidential all of the Confidential Information of Solmet that it receives or discovers and shall not, without prior consent from Solmet use, copy, distribute or disclose such Confidential Information for any purpose, to anyone, not authorized by Solmet. Upon request by Solmet, the Company shall return promptly to Solmet all of the Confidential Information.

(b) The Confidential Information subject to this Agreement shall not include information that falls within any of the following categories:

- (i) Information that has come within the public domain through no fault or action of the Company; or
- (ii) Information that is rightfully available to the Company on a non-confidential basis prior to its disclosure hereunder, as shown by the Company's written records; or
- (iii) Information that becomes rightfully available to the Company on a non-confidential basis from any third party, the disclosure of which to the Company does not violate any contractual or legal obligation such third party has with respect to such information; or
- (iv) Information required to be disclosed pursuant to law or a court order, but only to the extent of such required disclosure.

3. Non-Solicitation.

Each party agrees that, for a period of twelve (12) months after the date hereof, it will not directly or indirectly solicit to hire, as an employee or consultant, any persons employed by the other party (the "Employer Party") hereto, with whom it has had contact as part of its evaluation of the Transaction or whose identity was derived from the Confidential Information; provided however, that nothing contained herein shall be construed to prohibit either party (the "Hiring Party") from (a) placing general advertisements for employment, (b) hiring employees or former employees of the Employer Party who contact the Hiring Party of their own accord, or (c) recruiting through employment agencies (so long as the Hiring Party does not direct such agencies to solicit the Employer Party's employees).

4. Notice of Attempts to Compel Disclosure.

If the Company is requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Company will promptly notify Solmet of such request or requirement so that Solmet may seek an appropriate protective order or waive compliance with provisions of the Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Company is, in the written opinion of its counsel, compelled to disclose the Confidential Information, the Company may disclose only such of the Confidential Information to the party compelling disclosures as is required by law. The Company will reasonably cooperate with the Solmet in any action or proceeding seeking to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

5. No Improper Use of Confidential Information.

The Company shall not directly or indirectly design, manufacture, reverse-engineer, market, sell or distribute products derived from, based on or utilizing Confidential Information for or in collaboration with any other party without the prior written consent of Solmet.

6. Compliance with U.S. Export Control Laws and Regulations.

Without regard to the duration of the Company's other obligations hereunder, the Company shall control access to, and use of, information received hereunder from Solmet and the direct product thereof in accordance with all applicable U.S. export control laws and regulations, including, but not limited to, the International Traffic in Arms Regulations and the Export Administration Regulations. In connection with and without limiting the general applicability of

the foregoing, the Company shall not make or permit disclosure of information received from Solmet or the direct product thereof to nationals of prohibited countries or to any Foreign Person (as defined in Section 120.16 of the International Traffic in Arms Regulations) unless (a) the Company has received Solmet's express written consent to do so, and (b) necessary export licenses have been obtained.

7. Indemnification.

The Company shall defend, indemnify, and hold harmless Solmet and each of its affiliates and each of the Company's and its affiliate's shareholders, directors, officers, employees, agents, advisors and representatives from and against any losses, costs or damages (including, but not limited to, reasonable attorney's fees) sustained or incurred by Solmet or any of its affiliates as a result of or arising out of any breach of this Agreement by the Company or its directors, officers, employees, agents, advisors, or representatives.

8. Jurisdiction, Venue and Governing Law.

The parties agree that any action for breach of this Agreement may be brought in any federal or state court for Stark County, Ohio. The Company expressly consents to and waives any objection to personal jurisdiction and venue in any federal or state court for Stark County, Ohio. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Ohio, without regard to conflict of laws principles of that or any other jurisdiction.

9. Miscellaneous.

(a) It is understood that this Agreement does not constitute an agreement for Solmet and the Company to enter into any transaction or business venture.

(b) The Company agrees that the obligations imposed on it pursuant to this Agreement shall also be binding upon the directors, officers, employees, advisors, and representatives of the Company. By executing this Agreement on behalf of the Company, the undersigned agrees to inform the Company's directors, officers, employees, advisors, and representatives of the confidential nature of the Confidential Information and shall direct such persons to treat the Confidential Information in accordance with the terms of this Agreement.

(c) The obligations of the Company pursuant to this Agreement shall remain in effect until the later of five years from the date hereof, or five years from the termination of any business relationship that may be formed between Solmet and the Company.

(d) This Agreement contains the entire agreement between the Company and Solmet with respect to the subject matter of this Agreement and supersedes each oral or written agreement and representation heretofore made by the Company or Solmet with respect thereto.

(e) No modification of this Agreement shall be effective unless made in a writing duly executed by the Company and Solmet, specifically referring to each provision of this Agreement being modified.

(f) This Agreement is binding upon and inures to the benefit of the parties hereto, as well as their respective successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

[Insert Company Name]

By _____
Title