



MORGAN BRONZE PRODUCTS, INC.
CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (“Agreement”), made effective as of the _____ day of _____, 2011, by and between Morgan Bronze Products, Inc., whose address is 340 E RT 22, Lake Zurich, Illinois (“COMPANY”) and CONTRACTOR, whose address is _____, (“Contractor”) and its employees, agents, subsidiaries and affiliates is for the purpose of allowing CONTRACTOR to have access to certain proprietary and Confidential Information as detailed below. Accordingly, the CONTRACTOR agrees as follows:

1. Company has been given confidential and proprietary information from its customers relative to requirements for customers’ products. The confidential and proprietary information is unpublished and constitutes both customers’ and Company’s proprietary and confidential business information (the “Confidential Information” **further defined in paragraph 3 and its subparts**). **In addition the Company may provide its own Confidential Information to CONTRACTOR.** The Company intends to maintain the confidential status of the Confidential Information.

2. Company is disclosing certain Confidential Information relating to the requirements and specifications for customers’ products for the purpose of having CONTRACTOR evaluate, inspect, and/or plate the product (the “Purpose”).

3. Confidential Information. The CONTRACTOR agrees to hold in a fiduciary capacity for the sole benefit of the Company all Confidential Information (as defined below) relating to the Company or any of its affiliates or its respective customers and clients, which Confidential Information has been obtained while performing work; submitting bids; inquiries; or Requests For Quotes, and any other services. The CONTRACTOR agrees that it will not any time either during the term of this Agreement or after its termination or expiration, disclose to anyone any Confidential Information, or utilize any Confidential Information for the CONTRACTOR’S own benefit, or for the benefit of third parties without written approval of the Company.

Information Defined:

a) Information (“Information”) is defined as: the following materials and Information (including any and all copies thereof), whether having existed, now existing, or to be developed or created during the term of this Agreement, whether tangible or intangible; and whether or how stored; compiled or memorialized physically: electronically; graphically; photographically; or in writing; is covered by this Agreement and acknowledged by the CONTRACTOR to be valuable; special; and unique assets of the Company or its customers and clients, the disclosure of which may be materially damaging.

Confidential Information Defined:

i) Confidential Information is defined as: all Information relating to any proprietary technology; including but not limited to existing software products; product enhancements and the like; developed or used by the Company; or provided to the Company by its customers and clients in the provision of products and services to its customers and clients; which Information is not generally known to the public within the Company’s related industry and trade in which the Company competes,



including; but not limited to: inventions; design; specifications; blue prints; special processing instructions; technical formulas; engineering data; methodologies; procedures; techniques; customers' and clients' names; locations; and buyers; the Company's clients' and customers' specifications; blue prints; and special processing instructions, all Information and contract terms; including but not limited to: price, quantity, and frequency of the Company and the Company's clients' and customers' Requests For Quotes or similar inquiries submitted by the Company to the CONTRACTOR; and any and all conversations between the CONTRACTOR and any of its subcontractors regarding any Confidential Information or Information as defined in the Agreement.

- ii. All Information, materials and tangible property of the Company; Company's clients; customers; business partners; suppliers; or other third parties who may have disclosed or entrusted such Confidential Information or Information to the Company with the expectation that the confidentiality of such Information would be maintained.
- iii. In addition to Confidential Information or Information as defined in the above preceding paragraphs, this Agreement shall also apply to any Information designated "Confidential" by the Company in writing and submitted to the CONTRACTOR.
- iv. Any Information in addition to the foregoing as identified in paragraph 3 and all of its subparts, which is not generally known to the public or within the industry or trade in which the Company competes and the physical embodiments of such information in any tangible form, whether written or machine readable in nature.

4. In consideration of the Company disclosing the Confidential Information to CONTRACTOR for the Purposes, the Company and CONTRACTOR each agree as follows:

- a) a confidential relationship is established between the Company and CONTRACTOR.
- b) CONTRACTOR agrees to maintain the Confidential Information as secret and confidential, will not disclose the Confidential Information to third parties, and will not use the Confidential Information for any other purpose than the Purposes without prior written permission from the Company.
- c) all Confidential Information must be retained by CONTRACTOR in a secure place with access limited to only such of the CONTRACTOR'S employees who need to know such information for purposes of this Agreement and or to such third parties as the Company has agreed to by prior written approval. In addition, CONTRACTOR must provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own similar confidential information, but in no event less than a reasonable degree of care.

5. If CONTRACTOR is under an obligation or duty to produce Confidential Information by law, regulation, order of court of competent jurisdiction or requirement of a governmental agency, CONTRACTOR will provide the Company with prompt prior written notice of any required disclosure pursuant to such law, regulation, order or requirement.



6. Furthermore, it is agreed that the restrictions of this Confidential Disclosure Agreement shall not apply to any Confidential Information disclosed by Company which is:

- a) at any time properly received by CONTRACTOR from a third party who had a legitimate right to make such disclosure;
- b) independently developed by CONTRACTOR;
- c) approved for release in writing by Company.

7. CONTRACTOR will not commercially utilize any of the Company or its customers' and clients' Confidential Information without specific written authorization by Company.

8. This Agreement shall remain in effect for one year from the date set forth above, except for the obligations of CONTRACTOR with respect to Confidential Information received prior to the termination of this agreement, which obligations shall survive such termination for three years after the date of disclosure. Upon completion of the Purposes by the CONTRACTOR, all Confidential Information furnished by Company to CONTRACTOR will immediately be returned to Company. Further, Company may request the return of Confidential Information from the CONTRACTOR at any time during the term of this Agreement, and CONTRACTOR will comply. If such Confidential Information is returned to the Company from CONTRACTOR, CONTRACTOR shall be relieved of any further obligation to complete the Purposes.

9. Either party, upon written notice to the other, may terminate this Agreement. Such termination shall be effective thirty (30) days after receipt of such notice. Upon receipt of notice of termination by either party, CONTRACTOR will immediately return all Confidential Information, and any copies or electronic versions of Confidential Information, in its possession, custody or control to the Company. All obligations arising under this Agreement shall survive any termination of this Agreement for three (3) years after the date of disclosure.

10. In consideration of the disclosures hereunder, CONTRACTOR shall keep in confidence the Company's Confidential Information during the term of this Agreement.

11. CONTRACTOR acknowledges that its unauthorized disclosure or use of Confidential Information may result in irreparable harm. CONTRACTOR agrees that in the event it violates or threatens violation of this Agreement, without limiting any other rights and remedies of each other, a temporary restraining order and/or an injunction to enjoin disclosure of Confidential Information may be sought against it. CONTRACTOR waives the defense of adequate remedy at law to such action.

12. Neither the execution of this Agreement nor the furnishing of any Confidential Information pursuant to this Agreement shall be construed as granting to any party, either expressly or by implication, any license or right to use any of the Confidential Information for their own benefit or the benefit of any other person or as representing any commitment by any party to enter into any license or other agreement by implication or otherwise.



13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles, and there are no understandings, agreements or representations, express or implied, not specified herein.

14. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered (i) personally, (ii) by registered or certified mail, postage prepaid, (iii) by facsimile or email transmission, with a copy by regular mail, or (iv) by overnight delivery service and addressed as set forth below:

If to Company: Morgan Bronze Products, Inc.
340 E RT 22
Lake Zurich, Illinois 60047
Facsimile: (847) 438-6600

If to CONTRACTOR: _____

Or to such other address as may have been furnished to the other party by written notice.

15. This Agreement constitutes the entire and exclusive Agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings and proposals, oral or written, between the parties with respect to the subject matter hereof are superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

MORGAN BRONZE PRODUCTS, INC.

CONTRACTOR:

Printed Name

Legal Company Name

Title

Printed Name

Signature

Title

Date: _____

Signature

Date: _____