CONFIDENTIALITY AGREEMENT

This Agreement dated as of _____ is between American Alloy of Spokane, Inc. ("American Alloy") and _____ _____("Contractor").

RECITALS

American Alloy may from time to time desire to purchase components and/or fabrication products from the Contractor. In the course of dealing with American Alloy, the Contractor will come into possession of certain information American Alloy desires to keep confidential. The information will, among other things, be comprised of drawings, specifications, process conditions, electronic files, prices, performance data and other similar information (collectively the "Confidential Information").

The Confidential Information will be disclosed to the Contractor in the course of soliciting quotations, fulfilling contractual obligations or otherwise working with American Alloy on mutual projects (the "Purpose").

It is the desire of the parties hereto to preserve the secrecy and confidentiality of the Confidential Information and to preserve the same for the exclusive use and control of American Alloy.

NOW, THEREFORE, in consideration of the promises described below and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, it is hereby agreed as follows:

1. The parties hereto will from time to time, as required, deliver Confidential Information to each other for the Purpose and no other purpose.

2. Except as specifically authorized in writing by American Alloy, Contractor agrees that:

   (a) It will not disclose any of the Confidential Information to others;
   (b) It will not use any of the Confidential Information for its own account or purposes or for the account or purposes of any third party;
   (c) It will not make or disclose documents or electronic files, or copies of documents or electronic files, containing any of the Confidential Information;
   (d) It will treat confidentially all Confidential Information or portions thereof and will mark any documents or electronic files it receives or creates containing Confidential Information as proprietary and will not use such documents or electronic files without appropriate written authority from American Alloy;
   (e) It will require all persons under its control who may come into contact with any of the Confidential Information, including all persons it may deliver documents, electronic files and materials as part of achieving the Purpose, to undertake the same obligations of confidence imposed upon the Contractor by this Agreement; and
   (f) It will not disclose to any third party any business plan revealed for the Purpose set forth above or the nature or extent of the association between the parties.

3. Notwithstanding the provisions of Article 2 above, the Contractor shall be entitled to use publicly available information which a third party would learn of through legal means, or information known internally by the Contractor prior to the date of this agreement if the Contractor can demonstrate through documentary evidence the information is not Confidential Information.
4. The Contractor agrees that it will be completely responsible for maintaining the secrecy and confidentiality of the Confidential Information disclosed to it and will be responsible in this regard for the actions and activities of all of its agents, employees and designees working with any of the Confidential Information. The Contractor agrees to indemnify and hold harmless American Alloy from all damages and expenses (including attorneys' fees) which American Alloy may sustain as a result of any unauthorized disclosure which can be traced to the disclosure of such Confidential Information to the Contractor hereunder.

5. The Contractor agrees that all documents, electronic files and other materials containing Confidential Information delivered to it by American Alloy and all reproductions, translations and presentations thereof shall at all times be and remain the property of American Alloy and that the same will be delivered immediately to American Alloy upon demand at any time.

IN WITNESS WHEREOF, the parties hereto through their authorized signatories have executed this Agreement the day and year first above written.

American Alloy
of Spokane, Inc.

By: _____

Printed Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____