

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement is made on _____, 20____, between Extruded Aluminum Corporation, a Michigan corporation, with an address of 7200 Industrial Drive, Belding, Michigan 48809 (the "Supplier"), and _____, a _____, with an address of _____ (the "Customer").

RECITALS

A. Supplier and Customer are entering into a relationship that may require each to disclose confidential and proprietary information to the other.

B. Supplier and Customer desire to set forth, through this agreement, the terms and conditions applicable to the disclosure and receipt of each other's confidential and proprietary information.

AGREEMENT

In consideration of the mutual benefits to be derived from this agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. All information provided by either party that is noted and clearly labeled confidential or, if transmitted visually, orally, or electronically, is subsequently reduced to writing and clearly labeled confidential, including, without limitation, financial data, specifications, drawings, processes, designs, plans, instructions, data manuals, equipment, memoranda, customer lists, customer information, notes and legal documents (the "Confidential Information"), shall be treated by the receiving party as the strictly confidential and proprietary information of the disclosing party that shall not be disclosed by the receiving party to any other individual or entity.

2. Any of the Confidential Information disclosed is to be used for the sole purpose of enabling the parties to develop their relationship.

3. In no event shall the receiving party be deemed, by virtue of the terms of this agreement or by any disclosure from or discussion with the disclosing party, to have acquired any right or interest in or to such Confidential Information.

4. Each party agrees that it shall restrict dissemination of the other party's Confidential Information only to those individuals who must be directly involved in evaluating the Confidential Information and use the same degree of care that it uses for its own information of like importance, but at a minimum due care, in safeguarding against disclosure of the other party's Confidential Information. To the extent that either party electronically transmits information, due care shall include:

- a. firewalls to protect internal systems,
- b. restrictions on the use and storage of electronic transmissions, and
- c. encryption or other security devices.

5. No reproductions, copies, or extracts of any Confidential Information shall be made without the disclosing party's express written consent, and the receiving party shall refrain from using any such Confidential Information as long as it remains Confidential Information. The receiving party shall promptly return any Confidential Information or copies thereof to the disclosing party upon being requested to do so by the disclosing party.

6. Confidential Information shall not include information that is
- a. now available or becomes available to the public without breach of this agreement,
 - b. released in writing by the disclosing party, or
 - c. obtained from a third party or parties having no obligation of confidentiality with respect to such information.

7. Each party acknowledges that failure to perform the obligations and agreements set out in this agreement may result in irreparable injury to the other party. Accordingly, each party further agrees that, in addition to remedies otherwise available at law or in equity, any and all such obligations may be enforced by suit, restraining order, and/or injunction.

8. The obligations set forth in this Agreement with respect to a party's Confidential Information shall continue until such time as such Confidential Information is no longer maintained as or considered Confidential Information by such party.

9. The validity, interpretation, and enforcement of this agreement are governed by the laws of the State of Michigan.

10. This agreement shall inure to the benefit of and be binding on Supplier, Customer, and their respective successors and assigns.

11. This agreement may be amended only by a writing signed by both parties.

12. The individual signing this agreement warrants that he or she has the full power and authority to bind his or her company to the obligations set forth in this agreement.

This Agreement was executed effective as of the date listed on the first page.

Supplier:

Customer:

Extruded Aluminum Corporation

By: _____

By: _____

Charlie Hall

Name: _____

Its: President

Its: _____