

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into between Aristo-Cast, Inc. (“Aristo-Cast”), a Michigan corporation with offices located at 7400 Research Drive, Almont, Michigan 48003, and _____ with offices located at _____ both are collectively referred to herein as the “Parties” and each individually, a “Party”).

WHEREAS, the Parties desire to enter into discussions (the “Discussions”) relating to the evaluation of a business relationship between the Parties (the “Business Relationship”); and

WHEREAS, in connection with the Discussions, Aristo-Cast and _____ (Company Name) may exchange with each other certain confidential and proprietary information relating to each other and their respective businesses and processes;

NOW, THEREFORE, in consideration of the disclosure of such information, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The term “Confidential Information” shall mean any and all confidential and/or proprietary information concerning the Parties' respective businesses and processes, which has heretofore or is hereafter disclosed to or acquired between the Parties directly or indirectly in connection with the Discussions, including, without limitation, all confidential and proprietary data, financial information, developments, ideas, concepts, trade secrets, software, patents, intellectual property rights, business plans, models, services, processes and practices. Confidential Information shall also include all memoranda, notes, reports and documents, and all copies and extracts thereof, prepared by a Party or any of their attorneys, representatives, agents, affiliates or consultants in connection with the Discussions.

2. The Parties, for themselves and on behalf of their respective representatives, employees, agents and affiliates, agree to:

a. hold all such Confidential Information of the other Party in confidence and not disclose any such Confidential Information to any third party without the prior written consent of the other Party;

b. use such Confidential Information solely for purposes of the Discussions and the Business Relationship, and not in any way detrimental to the other Party;

c. not copy any such Confidential Information without the prior written consent of the other Party; and

d. not disclose to any third party that the Discussions are taking place or any of the terms, conditions or other facts with respect to any Discussions (except with the prior written consent of the other Party).

3. The restrictions set forth in Paragraph 2 shall not apply to Confidential Information which:

a. is at the time of disclosure by either Party a part of the public domain or thereafter becomes a part of the public domain through no violation of this Agreement;

b. as shown by written records, is in a Party's possession prior to the time of disclosure or is acquired by a Party through a third party under no obligation of confidence to the other Party; or

c. either Party is required to disclose by law; provided, however, if either Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) at any time to disclose any Confidential Information to any third party, such Party shall provide the other Party with prompt written notice of such request(s) so that such other Party may seek an appropriate protective order and/or take whatever steps as may be reasonably necessary to resist or narrow such request, and, if, in the absence of a protective order such Party is nonetheless compelled to disclose such Confidential Information to any governmental tribunal or other person or entity, such Party will cooperate with the other Party in any attempt that the other Party may make to obtain an order or other reliable assurance that confidential treatment will be provided by such tribunal, person or entity for all or designated portions of such Confidential Information.

4. In the event the Discussions contemplated herein between the Parties do not result in the consummation of a Business Relationship between the Parties, the Parties shall, within thirty (30) days after receipt of written notice thereof from either Party, return all Confidential Information disclosed to them by each other and shall not retain any copies or other reproductions, or extracts thereof, of such Confidential Information. The Parties shall also destroy or have destroyed all memoranda, notes, reports and documents, and all copies and other reproductions, and extracts thereof, prepared by the Parties or any of their attorneys, representatives, agents or consultants, in connection with the Discussions.

5. Aristo-Cast hereby acknowledges and agrees that the provisions of this Agreement are reasonable and necessary to protect the interests of _____(Company Name) in its Confidential Information and that a breach of this Agreement by Aristo-Cast would result in irreparable damage to _____(Company Name) for which a remedy at law would not be adequate. In the event of any such breach, in addition to any other remedy provided herein or by law or in equity, _____(Company Name) shall be entitled to a specific enforcement of the terms hereof, including, without limitation, appropriate injunctive relief restraining Aristo-Cast from any such breach, and that no notice, bond or other security shall be required in connection therewith. In the event _____(Company Name) shall incur any costs or expenses (including attorneys' fees) as a result of a breach of this Agreement by Aristo-Cast, in addition to any other remedy provided herein or by law or in equity, Aristo-Cast shall pay all such reasonable costs and expenses (including attorneys' fees) upon demand by _____(Company Name).

6. _____(Company Name) hereby acknowledges and agrees that the provisions of this Agreement are reasonable and necessary to protect the interests of Aristo-Cast in its Confidential Information and that a breach of this Agreement by _____(Company Name) would result in irreparable damage to Aristo-Cast for which a remedy at law would not be adequate. In the event of any such breach, in addition to any other remedy provided herein or by law or in equity, Aristo-Cast, shall be entitled to a specific enforcement of the terms hereof, including, without limitation, appropriate injunctive relief restraining _____(Company Name) from any such breach, and that no notice, bond or other security shall be required in connection therewith. In the event Aristo-Cast shall incur any costs or expenses (including attorneys' fees) as a result of a breach of this Agreement by _____ (Company Name), in addition to any other remedy provided herein or by law or in equity, _____(Company Name) shall pay all such reasonable costs and expenses (including attorneys' fees) upon demand by Aristo-Cast.

7. This Agreement shall be governed in all respects by the laws of the State of Michigan and the United States of America. The Parties hereto hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Wayne County and Oakland County, Michigan, United States of America.

8. In the event any paragraph or portion of any paragraph in this Agreement shall be determined to be invalid or unenforceable for any reasons, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable paragraphs which shall be construed as if such invalid or unenforceable paragraph or paragraphs had not been inserted.

9. Nothing contained in this Agreement shall be deemed to require either Party to enter into any further agreement with the other.

10. The Parties agree to cause their respective representatives, agents and affiliates to comply with the terms of this Agreement as if they were a Party hereto, and the Parties hereby assume responsibility for any breach of this Agreement by their respective employees, representatives, agents and affiliates.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year written below.

ARISTO-CAST, INC.

COMPANY

By: _____
(Signature)

by: _____
(Signature)

(Print)

(Print)

Its: _____
(Title)

Its: _____
(Title)

Dated: _____

Dated: _____