

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of _____, between Tech Met, Inc. having an office located at 15 Allegheny Square, Glassport, PA 15045 ("**Tech Met**"), and _____ having an office located at _____ ("**Company**"). The signatories may hereinafter be referred to as a "Party" or the "Parties".

PREAMBLE

Tech Met and Company are currently involved in negotiations regarding a potential transaction between the parties (the "**Transaction**"). As a result of such negotiations, each of the parties may have access to certain confidential information of the other, and the parties desire to enter into this Agreement to limit use and disclosure of such information. Therefore, the parties agree as follows with the intent to be legally bound:

AGREEMENT

1. Confidential Information. As used in this Agreement, the "**Confidential Information**" of a party shall mean all verbal and written offers related to the Transaction which are made by such party and all information concerning or related to the business, operations, financial condition or prospects of such party or any of its Affiliates, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of such party and its Affiliates, in each case whether present or prospective, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of such party and its Affiliates, (c) all financial statements, audit reports, budgets and business plans or forecasts of such party and its Affiliates and (d) all information concerning or related to the Transaction; provided, that the Confidential Information of a party shall not include (x) information which is or becomes generally known to the public through no act or omission of the other party and (y) information which has been or hereafter is lawfully obtained by the other party from a source other than the party to whom such Confidential Information belongs (or any of its Affiliates or their respective officers, directors, employees, equity holders or agents) so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the party to whom such Confidential Information belongs or any of its Affiliates at the time such Confidential Information was or is disclosed to the other party.

As used in this Section, an "**Affiliate**" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "**control**" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

2. Nondisclosure of Confidential Information; Ownership. (a) Except as otherwise permitted by Section 3, each party agrees that it will not, without the prior written consent of the

other party, disclose or use for its own benefit or the benefit of any third party any Confidential Information of the other party.

(b) All Confidential Information furnished hereunder shall remain the property of the disclosing party, unless otherwise agreed to in writing by the disclosing party. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information. The terms of this Agreement shall not be construed to limit either party's right to independently develop, acquire or use information or products without the use of the other party's Confidential Information. The Confidential Information is disclosed "AS-IS." Nothing contained in this Agreement or in any Confidential Information shall constitute any express or implied warranty of any kind, including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement of any patent, copyright or other third party intellectual property right.

3. Permitted Disclosures. Notwithstanding Section 2, each of the parties shall be permitted to:

(a) disclose Confidential Information of the other party to its officers, directors, employees, equity holders, lenders, counsel, accountants and other agents, but only to the extent reasonably necessary for such party to negotiate, execute and deliver definitive documents for the consummation of the Transaction (collectively, the "**Transaction Documents**") and to perform its obligations and exercise its rights and remedies under the Transaction Documents, and such party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed;

(b) after the execution and delivery of the Transaction Documents, make additional disclosures of or use for its own benefit Confidential Information of the other party, but only if and to the extent that such disclosures or use are specifically contemplated by the Transaction Documents; and

(c) disclose Confidential Information of the other party to the extent, but only to the extent, required by law or judicial order; provided, that prior to making any disclosure pursuant to this subparagraph (c), the party required to make such disclosure (the "**Disclosing Party**") shall notify the other party (the "**Affected Party**") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law.

4. Return of Confidential Information. If negotiations in respect of the Transaction shall cease without the Transaction being consummated then, promptly after the written request of either party, the other party shall return to the requesting party all Confidential Information of the requesting party which is in tangible form and which is then in its possession (or in the possession of any of its officers, directors, employees, equity holders or agents).

5. Miscellaneous. (a) General. This Agreement may be amended or terminated only by a writing signed by each of the parties, and any such amendment shall be effective only to the extent specifically set forth in such writing. This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions. The parties acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the other in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the other and shall have the right to specifically enforce this Agreement and the terms and provisions hereof against the other in addition to any other remedy to which such aggrieved party may be entitled at law or in equity. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of such Commonwealth. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns. Neither party shall assign this Agreement to any third party without the other party's prior written consent; provided that, each party can assign this Agreement to an affiliate of that party, and the party making such assignment to its affiliate shall promptly notify the other party in writing of such assignment. Any assignee of this Agreement shall assume all obligations of its assignor thereto.

(b) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder: (i) shall be in writing; (ii) shall be sent by messenger, certified or registered United States mail, a reliable express delivery, charges prepaid as applicable, to the appropriate address(es) set forth below; and (iii) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, United States mail or express delivery service. All such communications shall be sent to the following addresses, or to such other addresses as either party may inform the other by giving five business days' prior notice:

If to Tech Met:

Attention: Mike Vidra
President, Tech Met, Inc.
15 Allegheny Square
Glassport, PA 15045

If to Company:

Attention: _____
Title: _____
Address: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TECH MET, INC.

Company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____