

UCAL SYSTEMS, INC.

Confidentiality Agreement with Suppliers, Service Providers and Sub-Contractors

This Agreement is made as of the effective date set forth on the signature page (the "Effective Date"), by and between UCAL SYSTEMS, INC. D/B/A AMTEC PRECISION PRODUCTS (hereinafter referred to as "UCAL") and the undersigned counterparty ("VENDOR"). UCAL and VENDOR find it desirable to exchange confidential and proprietary information for the purpose of discussing potential business relations and/or in furtherance of existing business relations where VENDOR will provide or provides goods, equipment, technology and/or services to UCAL (the "Disclosure Purposes").

1. DEFINITIONS

1.1. "Confidential Information" means: information regarding the Disclosing Party's or the Disclosing Party's customer's products, ideas, inventions, research, methods, financial condition, marketing, development, business plans, organization, trade secrets, know-how, proprietary rights, licenses, customers, employees, contractors; samples, models, prototypes and other materials provided by Disclosing Party; computer programs, code and software; information relating to processes, methodologies, technologies or theory; information that is generated by Recipient as a result of the disclosure of Confidential Information by the Disclosing Party; and all other information which may be disclosed by Disclosing Party or to which Recipient may be provided access by Disclosing Party or others on behalf of the Disclosing Party in accordance with this Agreement. As to UCAL, its Confidential Information also shall include any UCAL Technology. Confidential Information may be disclosed in any manner including, without limitation, (a) in writing; (b) by delivery of items; (c) by initiation of access to information, such as may be contained in a data base; and/or (d) by oral and/or visual presentation.

1.2. "Disclosing Party" means the party disclosing Confidential Information and the party receiving the Confidential Information is the "Recipient." UCAL and the VENDOR are hereinafter collectively referred to as "Parties" and individually as a "Party".

1.3. "UCAL Technology" means technology, concepts and ideas created, invented or developed by UCAL or by UCAL's customer or either of their respective affiliates, including drawings and specifications, part or component design, processes and process design, industrial, chemical, metallurgical and manufacturing processes, methodologies and techniques, equipment, or workflow designs, algorithms, software (in source and object code forms), user interface designs, architecture, and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world, and any derivative works, improvements, enhancements or extensions thereof.

1.4. "Work Product" means any processes, equipment, techniques, methodologies, code, design or documentation, including, without limitation, chemical, metallurgical and manufacturing processes, methodologies and techniques that are created by or on behalf of UCAL in the performance of Services. "Specialized Work Product" shall mean those portions of Work Product that incorporate or were developed using UCAL's Technology or UCAL's Confidential Information.

2. OBLIGATION OF CONFIDENTIALITY

2.1. Each party hereto represents and warrants to the other that it has implemented practices and procedures to assure that there is no misappropriation or unauthorized disclosure of its trade secrets and information it considers confidential and that these practices and procedures meet a standard of reasonable care. The Recipient agrees that the Recipient will apply the same practices and procedures to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information disclosed to Recipient.

2.2. In addition to and without limitation of the provisions of Sections 2.1 and 3.1, Recipient promises and agrees (a) to receive and hold the Confidential Information in confidence; (b) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (c) not to use any of the Confidential Information except for the Disclosure Purposes; (d) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Disclosing Party in accordance with this Confidentiality Agreement; (e) to restrict access to the Confidential Information to those of its officers, directors, employees professional advisers and such authorized representatives who clearly need such access to carry out the Disclosure Purposes; provided that Recipient ensures that such persons will comply with the terms of this Agreement as if they were party hereto; and (f) to comply with any other reasonable security measures requested in writing by Disclosing Party.

2.3. The Recipient may disclose Confidential Information to the extent required by law, court order or any other regulatory/Government authority. However, the Recipient must give the Disclosing Party prompt notice and,

upon the request and at the expense of the Disclosing Party, make a reasonable effort to obtain a protective order.

2.4. The Recipient must deliver all Confidential Information to the Disclosing Party upon the Disclosing Party's request. Without limitation of the foregoing, to the extent that any derivatives of any Confidential Information, including without limitation, summaries, extracts, excerpts or descriptions of Confidential Information, have been made, the Recipient must deliver such derivatives to the Disclosing Party upon the Disclosing Party's request.

3. NO UNAUTHORIZED USE; NON-CIRCUMVENTION; RIGHTS TO SPECIALIZED WORK PRODUCT.

3.1. Any information (whether or not Confidential Information) provided by the Disclosing Party to the Recipient must be used by the Recipient solely for one or more of the Disclosure Purposes. Without limiting the foregoing, the Recipient will not use any Confidential information provided by the Disclosing Party to the Recipient to assist the Recipient in any manner in competing with the Disclosing Party or obtaining an advantage vis a vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the Parties in connection with the Disclosure Purposes.

3.2. Specialized Work Product is a work made for hire solely based on confidential information of UCAL, and UCAL, having commissioned the Specialized Work Product, shall be for all purposes the author and owner of the Specialized Work Product and all applicable copyrights therein. To the extent that title to the Specialized Work Product does not automatically vest in UCAL, VENDOR hereby agrees to grant, transfer, assign, and convey, and does hereby grant, transfer, assign, and convey, to UCAL, its successors and assigns, the entirety of any intellectual property that it has or obtains in and to the Specialized Work Product.

3.3. In addition to and without limitation of the provisions of Section 3.2, VENDOR promises and agrees (a) to protect and safeguard the UCAL Technology against unauthorized use, publication or disclosure; (b) not to use any of the UCAL Technology except for the Disclosure Purposes; (c) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the UCAL Technology except as specifically authorized by UCAL in accordance with this Confidentiality Agreement; and (d) to comply with any other reasonable measures requested in writing by UCAL in order to protect the UCAL Technology from mis-appropriation.

4. DURATION OF OBLIGATIONS.

4.1. The obligations imposed on Recipient in this Agreement with respect to Confidential Information shall continue for the period of 3 years following the Termination Date as hereafter defined. Notwithstanding the foregoing, after such 3 year period, any Confidential Information that is also a trade secret under applicable law continues to be subject to the obligations imposed on the Recipient as long as it remains a trade secret. Additionally, Confidential Information that is subject to other protection under applicable law (including without limitation copyright law) will continue to be subject to protection under such laws notwithstanding the expiration of such 3 year period.

5. EXCEPTIONS

5.1. No obligation of confidentiality or nonuse applies to any information that the Recipient: (a) already possesses without obligation of confidentiality; (b) develops independently; or (c) rightfully receives without obligation of confidentiality from a third party. (d) No obligation of confidentiality applies to any Confidential Information that is or becomes publicly available without breach of this Agreement. Recipient will have the burden of proof respecting any of the aforementioned events on which Recipient may rely as relieving it from the restrictions on disclosure or use of Confidential Information.

6. NO TRANSFER OF INTERESTS

6.1. Confidential Information shall at all times remain the property of the Disclosing Party. Without limitation of the foregoing, UCAL Technology shall at all time remain the property of UCAL or UCAL's customer, as the case may be. This Agreement shall not serve (a) to grant or to convey to Recipient any right or license to use any Confidential Information or UCAL Technology of the Disclosing Party, whether patentable or not; (b) to grant Recipient the right to use or practice inventions, methods, compositions, products or patents except as provided in this Agreement; or (c) to place either party under any obligation

to enter into any further agreement, except as in such party's sole discretion shall seem advisable.

7. GENERAL

7.1. This Agreement does not require either party to disclose information.

7.2. Only a written agreement signed by both Parties can modify this Agreement.

7.3. The Disclosing Party's rights and remedies under this Agreement are in addition to and not in lieu of any rights and remedies under any other agreement or at law or in equity.

7.6. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain .and, therefore, agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as Disclosing Party shall deem appropriate. Recipient waives any bond that might otherwise be required for obtaining injunctive relief. Such right of Disclosing Party shall be in addition to remedies otherwise available to the Disclosing Party at law or in equity.

7.7. Recipient shall have no right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of Disclosing Party. This Agreement and Recipient's obligations hereunder shall be binding on representatives, permitted assigns, and

successors of Recipient and shall inure to the benefit of representatives, assigns and successors of Disclosing Party.

7.8. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees. This Agreement shall be governed by the laws of the State of Illinois.

7.9 Any dispute arising out of this Agreement which the Parties are unable to resolve amicably between themselves shall be finally settled by arbitration. The Parties agree that such arbitration shall take place in accordance with the Rules of Arbitration of the International Chamber of Commerce (I.C.C) by a arbitrator appointed by mutual consent of Parties in accordance with the said Rules. Arbitration proceedings shall take place in Illinois. The arbitration language shall be the English language. The arbitration award shall be final and binding upon the Parties. The foregoing shall not apply to any right of a Party to seek equitable relief in any court of competent jurisdiction.

7.10. This Agreement constitutes the sole understanding of the parties about this subject matter.

7.11. This Recipient's right to use the Confidential Information in connection with the Disclosure Purposes shall commence on the Effective Date and continue (i) so long as either (x) discussions are continuing for establishing or expanding the business relationship of UCAL and Vendor or (y) so long as Vendor continues the provision of goods or services to UCAL using the Confidential Information or (ii) until Disclosing Party provides Recipient with prior written notice of 30 days of termination of such right, whichever is earlier (the "Termination Date").

This Agreement is effective as of _____ or if the foregoing blank is not completed the date of the last signature hereto (the "Effective Date").

Accepted and agreed to:

UCAL SYSTEMS, INC. d/b/a AMTEC PRECISION PRODUCTS

By: _____

Authorized Signature

Title: _____

Date: _____

Accepted and agreed to:

Vendor Name: _____

By: _____

Authorized Signature

Title: _____

Date: _____