

CONFIDENTIALITY AGREEMENT

AGREEMENT made as of the _____ day of _____, 20____, by and between _____, (the “Customer”) and TITAN METALLURGY, L.L.C. (“Titan”).

WHEREAS, the Customer will furnish to Titan certain metal samples for the purpose of analyzing and evaluating the characteristics and properties of such material.

WHEREAS, for the purpose of such analysis, the Customer may disclose to Titan certain confidential or proprietary information including the formulation of the material and information concerning its characteristics when processed into parts and products.

WHEREAS, the Customer desires assurance that the confidentiality of such information will be preserved.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, it is agreed as follows:

1. The Customer shall designate to Titan in writing the information which it deems to be confidential (hereinafter the “Information”).
2. Titan shall use the Information only for the purposes contemplated herein and shall not disclose the Information to any third party without the consent of the Customer.
3. Upon demand by the Customer or at the conclusion of the evaluation, and at the instruction of the Customer, all Information in written or pictorial form which has been disclosed to it and all copies thereof shall be returned by Titan to the Customer.
4. Unless otherwise instructed by Customer, all samples may be destroyed at the expiration of one (1) year and all information and test results may be destroyed at the expiration of two (2) years from completion of the testing.

5. The obligation of confidentiality under this Agreement shall become effective on the date hereof and shall terminate two years from said date.

6. The obligations of Titan hereunder shall not extend to any information (a) which is in the public domain or publicly known or available prior to the date of disclosure; (b) which can be demonstrated to have been in the possession of Titan or its affiliates from another source prior to disclosure; (c) which becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Titan; (d) which is rightfully received by Titan from a third party; (e) which Titan or its affiliates derive independently of such disclosure; or (f) which is approved for release by written authorization of the Customer.

7. Nothing in this Agreement shall constitute a license to either party with regard to the other's information, methods, processes or patents. Any methods, procedures, or equipment developed by Titan shall belong solely to Titan.

8. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. Any modification of this Agreement shall be effectively only to the extent it is reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CUSTOMER: _____

TITAN METALLURGY, L.L.C.

By: _____

By: _____

Its: _____

Its: _____

Dated: _____