

STANDARD CONFIDENTIALITY TERMS

THESE STANDARD CONFIDENTIALITY TERMS (this “Agreement”) is effective as of the date on which Zeus expressly accepts, in accordance with the applicable Zeus standard terms and conditions accessible at www.zeusinc.com/standard-terms, a corresponding purchase order and/or applicable quotation (“Purchase Order”) and is by and between Zeus Industrial Products, Inc. (“Zeus”) and the other party corresponding to the Purchaser Order (“Customer”).

1. Background. Each party is interested in disclosing to the other party certain information relating to its respective business interests and technologies, for the sole purpose of enabling Zeus and the Company to evaluate the possibility of entering into a business relationship with each other with respect thereto but only on terms which will ensure that its business interests including its trade secrets, methods of doing business, confidential information and customer relationships are protected and not wrongfully misappropriated (the “Purpose”). As used herein, “Receiving Party” refers to either party that receives Confidential Information hereunder from the other party and “Disclosing Party” refers to such other party disclosing such Confidential Information hereunder.

2. Definition. “Confidential Information” means any non-public scientific, technical, trade or business information disclosed by or on behalf of the Disclosing Party to the Receiving Party hereunder. Confidential Information may include, without limitation, matters of a technical nature, such as scientific, trade and engineering secrets, “know how”, formulas, designs, secret processes, machines, inventions, computer programs and documentation of such programs, samples, prototypes, research projects, information obtained by examination of any product, sample, or prototype, design, production equipment or drawings thereof, information about costs, profits, markets, sales, lists of customers, plans for future developments, and other information of a similar nature to the extent not available to the public. Confidential Information may be written, documentary, recorded, or otherwise fixed in a tangible medium, electronically, orally or visually, disclosed by the Disclosing Party, or acquired by the Receiving Party directly or indirectly from the other party; provided that in the case of any orally or visually disclosed information, for such information to be deemed Confidential Information for purposes of this Agreement, the Disclosing Party shall identify any such information as “Confidential” prior to disclosure and reduced to a written summary marked as confidential and delivered by the Disclosing Party to the Receiving Party within thirty (30) days after disclosure. Notwithstanding the foregoing, Confidential Information shall be deemed to include any non-public information obtained by a party in connection with an audit or inspection of the other party’s facilities and/or records, such audit being performed with respect to the supply of products by such other party.

3. Limitations on Non-Use and Confidentiality Obligations. Notwithstanding anything to the contrary herein, the Receiving Party’s obligations with respect to “Confidential Information” it receives hereunder shall not apply to information to the extent such information: (i) was known to the Receiving Party at the time it was disclosed, other than by previous disclosure by or on behalf of the Disclosing Party, as evidenced by the Receiving Party’s written records at the time of disclosure; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement by the Receiving Party; (iii) is lawfully and in good faith made available to the Receiving Party by a third party who, to the knowledge of the Receiving Party, is not subject to obligations of confidentiality to the Disclosing Party with respect to such information; or (iv) is independently developed by the Receiving Party without the use of or reference to the Confidential Information, as demonstrated by documentary evidence.

4. Nondisclosure of Confidential Information. Without the Disclosing Party’s prior, express written consent, the Receiving Party shall not directly or indirectly disseminate or otherwise disclose, deliver or make available to any person outside its organization any of the Confidential Information it receives hereunder. The Receiving Party may disclose the Confidential Information it receives hereunder only to persons within its organization and its attorneys who have a need to receive such Confidential Information in order to further the Purpose and who agree to confidentiality and non-use obligations with respect to the Confidential Information comparable to those set forth in this Agreement.

5. Required Disclosure. If required by law, the Receiving Party may disclose the Confidential Information it receives hereunder to a governmental authority or by order of a court of competent jurisdiction, provided that (a) the Receiving Party shall promptly notify the Disclosing Party and take reasonable steps to assist the Disclosing Party in contesting such request, requirement or order or otherwise protecting the Disclosing Party's rights and (b) the Receiving Party shall limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose.

6. Limitation on Use of Confidential Information. Without the Disclosing Party's prior, express written consent, the Receiving Party shall not use the Confidential Information it receives hereunder for any purpose, other than the Purpose. Without limiting the foregoing, the Receiving Party shall not reverse engineer any Confidential Information it receives hereunder.

7. Ownership. Nothing contained in this Agreement shall be construed, either expressly or implicitly, to grant to the Receiving Party any rights by license or otherwise in the Confidential Information it receives hereunder or to any patent, copyright, trademark or other intellectual property right related thereto.

8. Disclaimer. The Disclosing Party makes no representation or warranty as to accuracy or completeness of the Confidential Information it discloses hereunder. The Disclosing Party expressly disclaims all warranties and conditions, express or implied, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement of third party rights. No oral or written information or advice given by the Disclosing Party creates a warranty or increases the scope of a warranty. Under no circumstances, including negligence, will the Disclosing Party be liable to the Receiving Party for any damages whatsoever arising out of the Receiving Party's use of or reliance on any Confidential Information it receives hereunder.

9. Termination; Return of Confidential Information. The term of this Agreement shall commence on the Effective Date and expire on the date that is one (1) year later. Either party may terminate this Agreement sooner upon thirty (30) days prior written notice to the other party. In any event, the Receiving Party's non-disclosure and non-use obligations under this Agreement with respect to Confidential Information it has received hereunder shall not expire until the date that is five (5) years after the Effective Date (and, with respect to any Confidential Information that constitutes trade secrets, for such longer period to the extent permitted by applicable law). Upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all of the Confidential Information the Receiving Party has received hereunder and return or destroy all copies, summaries, synopses and abstracts of such Confidential Information in the Receiving Party's possession (whether in written, graphic or machine-readable form), except that the Receiving Party may keep one copy of the Confidential Information it has received hereunder in its confidential files solely for the purpose of monitoring its rights and obligations under this Agreement.

10. Injunctive Relief. The parties each acknowledge that the damage to the other from its breach of this Agreement is likely to be substantial and/or irreparable and that the aggrieved party's remedy at law would be inadequate. Therefore, in the event of such a violation and upon adequate proof of such violation, in addition to any other relief to which the aggrieved party may be entitled, the aggrieved party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage.

11. Other Activities. Each of the parties, as a Disclosing Party, understands that the other party, as a Receiving Party, may currently or in the future be developing information internally, or receiving information from others that may be similar to the Confidential Information obtained hereunder. Nothing in this Agreement shall limit a Receiving Party's existing research and/or development, plans or programs in existence when Confidential Information is received hereunder to the extent that the Receiving Party does not use such Confidential Information as part of its existing research and/or development plans or programs. Nothing in this Agreement shall be construed as a representation or inference that the Receiving Party shall not develop products or services, or have products or services developed for the Receiving Party, that, without breach of this Agreement, compete with the products or systems contemplated by Confidential Information received hereunder. Nothing in this Agreement shall be construed or interpreted to prevent the Receiving Party from filing a patent application on the Receiving Party's own inventions that were conceived independently of the Confidential Information received hereunder to the extent that such independent development is demonstrated by documentary evidence.

12. No Waiver. The failure or delay of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire and only understanding between the parties with respect to the subject matter of this Agreement, and supersedes any prior or collateral agreement or understanding between the parties. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.

14. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the balance of the Agreement will remain in full force and effect, and the invalid, void or unenforceable term, clause, word, condition, provision or agreement shall be reformed to the extent possible in order to give its intended effect and/or meaning so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

15. Costs. Should any party to this Agreement reasonably retain counsel for the purpose of enforcing or preventing breach of any provision of this Agreement, including but not limited to instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations under this Agreement or for any other judicial remedy, then the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees and costs for services rendered to the prevailing party.

16. Miscellaneous. This Agreement may not be assigned or transferred by either party without the other party's prior express written consent. Without limiting the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the legal successors of the respective parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties hereby consent to the sole jurisdiction of the state and federal courts sitting in New York City, New York, without restricting any right of appeal.