

buyCASTINGS.com Inc.

The Metal Casting Marketplace of the Future

3155 Research Blvd.

Dayton, Ohio 45420

(937) – 259 - 1317

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This AGREEMENT is effective _____2001, between buyCASTINGS.com Inc., (the "Discloser") and _____ (the "Recipient").

The Discloser wishes to provide to Recipient certain proprietary information pertaining to an Internet website and associated business entitled buyCASTINGS.com developed and owned by Discloser for the purpose of evaluating a possible investment or other business arrangement between Discloser and Recipient. If the parties wish to undertake a more extensive collaboration, the conditions thereof will be set forth in a separate agreement.

NOW, THEREFORE, the Discloser and the Recipient agree as follows:

1. "Confidential Information" is defined as any financial, business, customer or technical information previously or hereafter supplied to or acquired or otherwise learned by Recipient's officers, employees or agents in the course of our discussions or in connection with any visits to our facility.
2. Confidential Information shall not include information which:
 - a. Is or becomes publicly known through no wrongful act on part of the Recipient;
 - b. Is already known to the Recipient at the time of disclosure and that the Recipient can demonstrate evidence of prior knowledge;
 - c. Is received by the Recipient from a third party without regard to this Agreement;
 - d. Is independently developed by the Recipient without regard to the Confidential Information;
 - e. Is furnished by a third party without a similar restriction on the third party's rights; or
 - f. Is explicitly approved for release by written authorization of the Discloser.
3. Unless a shorter period is otherwise authorized in writing by the Discloser, the Recipient agrees to retain the Confidential Information in confidence and not to disclose or use the Confidential Information for any purpose other than for the aforesaid evaluation purposes for a period of two (2) years.
4. Recipient agrees to use its best efforts to limit dissemination of Confidential Information to such employees who have a need to know for the aforesaid evaluation purposes, and to take

all reasonable precautions with respect to the Confidential Information to prevent the disclosure of the Confidential Information to the public.

- 5. Recipient agrees to return to the Discloser, upon written request by the Discloser, all writing containing Confidential Information.
- 6. Nothing contained herein shall prevent either party from manufacturing and/or selling products or rendering services or engaging in any business of any kind, so long as such activities would not constitute a breach of this Agreement.
- 7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 8. This Agreement shall be governed by the laws of the State of Ohio.
- 9. This Agreement constitutes the entire understanding between the Discloser and the Recipient concerning the subject matters hereof. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties hereto. It merges and supersedes all prior and contemporaneous discussions, representations and writings concerning the subject matter hereof, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

	buyCASTINGS.com Inc.
By: _____	By: _____
Title: _____	Title: Neil Chaudhry VP, Business Development
Date: _____	Date: _____
E-mail: _____	_____
Phone: _____	_____

Please complete this form and sign it. Either send it to the address at the top of the form, or FAX it to 937-259-1303. Mark it to the attention of Neil Chaudhry, buyCASTINGS, Inc.

You will be issued a userID and password.