

## **NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ having a place of business at \_\_\_\_\_ and EAGLE METALS INC. having a place of business at 1243 Old Bernville Road, Leesport, PA 19533.

WHEREAS, the parties have mutually entered into this Agreement for the purpose of exploring the possibility of entering into a subsequent business arrangement, and in connection with this Agreement, each party may disclose to the other certain confidential, technical and business information which the disclosing party desires the receiving party to treat as confidential.

NOW, THEREFORE, in order to provide a constructive and mutually beneficial relationship between the parties to induce the parties to provide certain information, and INTENDING TO BE LEGALLY BOUND HEREBY, the parties agree as follows:

1. The term "Confidential Information" shall mean business or technical information, including information related to product planning, design, manufacturing, pricing, marketing, research and development or any other proprietary information in written, tangible or electronic form which is disclosed by a party (the "Disclosing Party") pursuant to this Agreement. Confidential Information shall be marked by the Disclosing Party as "proprietary," "restricted," "confidential," or an equivalent thereto, or, if initially disclosed and so designated orally, then within twenty (20) days thereafter reduced to a writing which expressly designates such information as confidential or proprietary. In the case of electronic information, all information shall be deemed Confidential Information.
2. Each party receiving Confidential Information (the "Receiving Party") agrees that it shall not copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose Confidential Information of the Disclosing Party to third parties, or use Confidential Information for any purpose not specifically permitted hereunder, without the express, prior written consent of the Disclosing Party, which consent may be withheld. The Receiving Party shall be free to disclose the Confidential Information of the Disclosing Party to its employees, officers, directors, consultants and advisors who need to know said Confidential Information in furtherance of the purposes of this Agreement provided that said parties are made aware of the disclosure and use of Confidential Information restrictions contained in this Agreement. Without limiting the generality of the foregoing, each party shall use at least the same degree of care to protect the Disclosing Party's Confidential Information as it does to protect its own Confidential Information, but in no event less than reasonable care.
3. The Receiving Party's obligation of confidentiality shall not apply to information that the Receiving Party can establish through competent evidence:
  - a. is previously known to the Receiving Party

- b. is in or enters the public domain through no wrongful act of the Receiving Party;
  - c. was independently developed by the Receiving Party without use of or reliance on the Confidential Information and all such development efforts can be independently documented;
  - d. is rightfully received from a third party without restriction and without breach of this Agreement;
  - e. furnished to a third party by the Disclosing Party without similar restrictions on such party's rights;
  - f. is approved for release by the Disclosing Party's written authorization; or
  - g. is required to be disclosed by order of a governmental agency or legislative body or a court of competent jurisdiction. In the event that a Receiving Party is required by law to disclose Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or requirement so that the Disclosing party may seek an appropriate protective order and only disclose the minimum information to comply with such order.
4. The Receiving Party shall not acquire any rights with respect to Confidential Information disclosed pursuant to this Agreement, and any such rights, as between the parties hereto, shall remain exclusively with the Disclosing Party.
5. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of Confidential Information disclosed pursuant to this Agreement. Any such representations shall be contained only in subsequent definitive written agreements.
6. At any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all disclosed information (and all copies, notes of the contents or parts thereof) and all materials prepared by the Receiving Party or its advisors which incorporate or are derived from any Confidential Information disclosed pursuant to this Agreement shall be destroyed. Notwithstanding the foregoing, the Receiving Party shall be free to retain one copy of the Confidential Information for compliance purposes with this Agreement only. However, if the Receiving Party is in default or breach of this Agreement for any reason, the Receiving Party shall not be entitled to retain the one (1) copy of the Disclosing Party's Confidential Information hereunder.
7. The duties and responsibilities hereunder shall survive for any Confidential Information transferred hereunder forever, regardless of whether this Agreement is terminated or not. Either Party may terminate this Agreement at any time by giving fifteen (15) days prior written notice of termination of this Agreement to the other Party.
8. The parties agree that during the term of this Agreement and for a period of five (5) years from the Effective Date, neither party will solicit or hire for employment any employees of the other party, other than through general solicitations by newspapers, internet or similar employment advertisements or through the services of an employment agency which has not been provided with the names/identities of each parties' employees or is otherwise instructed to target any such employee(s).

9. Each party acknowledges that the other party will be irreparably harmed if its obligations hereunder are not specifically enforced and that the non-breaching party would not have an adequate remedy at law in the event of a violation by the other party of its obligations. Therefore, each party agrees and consents that the non-breaching party shall be entitled to seek an injunction or any appropriate decree of specific performance for any violation or breach thereof either by such party or its employees or agents.
10. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania USA and you agree to submit to jurisdiction and venue in the State and Federal Courts in and for Berks County, Pennsylvania USA.
11. If visiting the other company's premises, the visiting company and its employees, if any, shall be subject to the other company's requirements in effect at the site visited. The visiting company agrees to be bound by all orders, rules, and regulations of the site visited pertaining to the use of its facilities. Except for injury or damage caused solely by the fault or negligence of the company whose site is being visited, the company whose site is being visited shall not be liable under any circumstances for any personal or property injury or damage done or suffered by the visiting company or its employees, if any, on the company whose site is being visited and the visiting company shall assume all risk of such injury or damage while on the other company's premises.
12. This Agreement shall not be assigned by either party, provided that either party shall be free to assign this Agreement in connection with the transfer or sale or all or substantially all the assets to which this Agreement relates, upon providing prior written notice to the other party.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and shall supersede and prevail over any other prior or contemporaneous arrangements as to the Confidential Information disclosed hereunder, whether written or oral. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement. This Agreement may be modified in writing only and is binding upon the parties hereto and their successors and permitted assigns.
14. Signatures to this Agreement may be delivered by facsimile, by electronic mail (e.g., a ".pdf" file) or by any other electronic means that is intended to preserve the original appearance of the document, and such delivery will have the same effect as the delivery of the paper document bearing the actual, hand-written signatures.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Confidentiality Agreement the day and year first above written.

\_\_\_\_\_

EAGLE METALS INC.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Name)

Name: Charles J. Bernard

Title: \_\_\_\_\_

Title: President