



MUTUAL CONFIDENTIALITY/NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL CONFIDENTIALITY/NON-CIRCUMVENTION AGREEMENT is made effective as the date below by and between Trenton Forging Company ("Trenton Forging"), having its principal place of business at 5523 Hoover Avenue, Trenton, Michigan USA 48183, and _____ (Counter-Party") having its principal place of business at _____ (each individually a "Party" and collectively known as the "Parties").

RECITALS

A. The Parties desire to enter into discussions with respect to use of certain proposed technology, potential acquisitions, financing transactions, production and/or sales agreements, and general business information (hereinafter, the "Projects").

B. In order to determine if they wish to proceed with the Projects, the Parties must have access to confidential information of the other and of the transactions including, but not limited to, financial projections, historical financial information, marketing & commercialization plans, contracts, feasibility studies, engineering reports, business plans, appraisals and valuation analyses, pricing data and methodologies, and other pertinent information. Hereafter, the Party receiving information shall be referred to as the "Recipient" and such other Party shall be referred to as the "Disclosing Party" for all purposes hereunder with respect to such information.

NOW, THEREFORE, in consideration hereof and of the mutual covenants and agreements set forth herein, and as an inducement by each Recipient to the Disclosing Party to disclose Confidential Information and to enter into the discussions described above, the Parties agree as follows:

1. Confidential Information. "Confidential Information" as used herein shall be broadly construed to mean all information (whether written, oral, or disseminated by electronic means or in any other form) that is or might reasonably be considered to be confidential or proprietary matter of the Disclosing Party or of the Projects and which may include, but not limited to: leases, contracts, maps, engineering information, engineering reports, feasibility studies, models, interpretations, and commercial, contractual and financial information, marketing information and analyses, bona fide sales leads, corporate records or other files, processes, plans, diagrams, components or assemblies, trade secrets, intellectual property, or other sensitive or proprietary data of the Disclosing Party. Information shall be deemed to be Confidential Information irrespective of the form or manner of its communication or whether it has been designated or marked as such. Notwithstanding the foregoing, the term "Confidential Information" shall not include, and this Agreement shall not be construed as restricting Recipient's right to disclose or use for any purpose, any information: (a) that, at the time of disclosure, is publicly available; (b) that, after disclosure, becomes publicly

available through no fault of Recipient; or (c) that Recipient can establish it knew prior to disclosure, provided that the source of such information has not derived such information in any way from information that would otherwise be Confidential Information hereunder or from any current or former employee or Professional Representative of the Disclosing Party.

2. Definitions. Whenever used in this Agreement, "Confidential Information" shall include all copies, facsimiles and reproductions of any such information, however constituted. "Business" as defined herein shall mean the organization, assets, rights and any business activities including, without limitation, any development, research, marketing or other activities conducted by the Disclosing Party, its officers, directors and affiliates. "Person" as defined herein shall be broadly construed and defined, and shall include without limitation any corporation, partnership, trust or other legal or factual entity as well as natural persons. "Professional Representatives" shall mean the employees, and agents and advisors (including without limitation attorneys, accountants, consultants, bankers and financial advisors) of any party, and the employees and agents of such advisors to whom Confidential Information is disclosed, and who shall be bound by the provisions of this Agreement.
3. Limitations on the Use of Confidential Information. Recipient agrees to receive and use all Confidential Information only for the purpose of internal due diligence and review by the Professional Representatives of the Recipient in connection with the proposed transactions and for no other purpose. Subject only to the foregoing, Recipient agrees that Recipient will not, without the express prior written permission of the Disclosing Party, directly or indirectly, disclose or use for its or any other person's purposes, any Confidential Information, nor will it permit any person acting through or on his or her or its behalf to disclose or use any Confidential Information for any purpose whatsoever, including any purpose in competition with or in circumvention of Disclosing Party with respect to any Projects or Business which is the subject matter of the Confidential Information. Responsibilities and obligations under this agreement shall be continuing until the Confidential Information disclosed to the recipient is no longer confidential, or for three years following execution of this Agreement, whichever is longer.
4. Duty to Protect Confidential Information. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees or representatives, having a need for disclosure in connection with Recipient's authorized use of the Confidential Information. Recipient further agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
6. Obligation to Return Confidential Information. In the event that the Disclosing Party shall notify Recipient that discussions between the Disclosing Party and the Recipient have

terminated, Recipient agrees to promptly return all Confidential Information to the Disclosing Party, including any copies of reports, analyses, or similar derivative materials prepared from or in connection with Confidential Information, or in the case of Confidential Information that cannot be returned (such as information on hard drive), destroy such Confidential Information. This Confidential Information Agreement and the obligations of the Recipient hereunder will continue in effect and shall be binding for the period specified in paragraph 3 hereof notwithstanding the return of Confidential Information.

7. Scope of Benefits. The Parties each specifically undertake and agree that the provisions of this Confidential Information Agreement are for the benefit of the Disclosing Party and its successors and assigns and transferees and that each such Person may seek or enforce his or its rights hereunder as third-party beneficiaries or as primary beneficiaries, as the case may be. Nothing contained in this Confidential Information Agreement shall be construed to create or imply any obligation on the part of the Disclosing Party or Recipient to enter into any proposed transaction with each other.
8. Non-Disclosure Obligation. Since the disclosure of the fact or substance of the negotiations for the proposed transaction would be disruptive to the Disclosing Party and the Disclosing Party's business, the Recipient agrees that Recipient will not disclose the fact that it is engaged in discussions with the Disclosing Party relative to the Project to any person other than the Professional Representatives, or any banks, commercial lenders or other third parties to which such disclosure is specifically authorized in writing by the Disclosing Party.
9. Rights in Law and Equity. It is acknowledged that the Disclosing Party would suffer immediate and irreparable harm in the event of any violation of the provisions of this Agreement by Recipient; accordingly, in the event of a violation hereof (or the threat of such violation) the Disclosing Party shall, in addition to any remedies at law or in equity which it may have, be entitled to a restraining order, preliminary injunction or other appropriate relief so as to specifically enforce the terms of this Agreement. In any such case, the prevailing party shall be entitled to reasonable attorney's fees and other costs and expenses of the Disclosing Party in enforcing this Agreement.
10. Termination. This Agreement shall remain in full force and effect for a period of three (3) years from the effective date (the "Term"), subject to the rights of either Party to terminate it upon 30 days written notice to the other party. Any causes of action accrued on or before termination of the Agreement shall survive such termination.
11. Non-circumvention. Notwithstanding anything to the contrary in this Agreement, Recipient agrees that, during the Term of this Agreement and for a period of three (3) years from the Termination of this Agreement, it will not engage in the Projects disclosed without the consent of the Disclosing Party or disclose any Confidential Information that will interfere with, or attempt to deprive the Disclosing Party of the Projects disclosed pursuant to this Agreement.
12. Interpretation. If any provision of this Agreement shall be declared illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions hereof shall nevertheless be deemed valid and binding. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of any violation hereof. This Agreement will be binding upon the

Parties hereto and their respective heirs, executors, successors, and assigns. References to the plural herein shall include the singular, and vice-versa, as the context shall require; references to the masculine shall include the feminine and vice-versa. If Recipient is a legal entity, signature of this Agreement on behalf thereof constitutes a warranty by the signatory that he or she is duly authorized to enter into this Agreement on behalf of the Recipient, and that the Recipient is legally bound by his or her signature. This Agreement sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof. This Agreement may be amended only by a writing signed by all Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without application of its principles of conflict of laws. Recipient waives the right to a jury trial and consents to the jurisdiction of the courts of the State of Michigan with respect to any legal action arising in connection with this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first written above. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

FOR TRENTON FORGING:

By: _____
Signature *Date*

Printed Name: _____

Telephone: (734) 675-1620

E-Mail Address: _____

FOR COUNTER-PARTY:

By: _____
Signature *Date*

Printed Name: _____

Company: _____

Address: _____

Telephone: _____

E-Mail Address: _____