

## CONFIDENTIALITY AGREEMENT

DATE:

TO:

### **RE: CONFIDENTIAL INFORMATION AND NON-DISCLOSURE**

This letter shall constitute an agreement ("Agreement") between Alumicor Limited and the undersigned that information transmitted, delivered, provided, or otherwise disclosed and made available by or on behalf of Alumicor Limited to the undersigned regarding information relating to inventions, patent, trademark and copyright applications, improvements, know-how, methodology, designs, specifications, drawings, processes, skill, method of manufacture, research, technology, data, test data, cost data, process flow diagrams, bills, ideas, concepts, and/or other written material (including on any computer-generated software, discs, electronic or other form of producing same) design, drawings, program, formula, work-in-progress, manufacturing, marketing, financing, sales projections or information, suppliers, customers, or any other business information, whether in oral, graphic or electronic form, or any document, diagram, drawing, computer program, software, hardware, or other form of communication which is provided by Alumicor Limited to the undersigned and shall, for the purpose of this Agreement, be treated as and hereinafter referred to as "Confidential Information".

The undersigned acknowledges and agrees that:

1. "Confidential Information" is above described;
2. any samples, prototypes, molds, tools, dies, goods, device(s), structure and/or machinery ("Materials") (whether produced by or on behalf of Alumicor Limited or by the undersigned at the request of Alumicor Limited shall be the sole property of Alumicor Limited and notwithstanding the provision or production of any such materials, the undersigned shall not acquire any proprietary, intellectual or other rights or indicia of ownership in same, it being clearly understood and agreed that any and all rights respecting Confidential information and/or Materials belong solely to Alumicor Limited.
3. all such Confidential Information and/or Materials shall be received by the undersigned and shall be retained in confidence by the undersigned, its employees, affiliates and/or subsidiaries, pursuant to this Agreement; and
4. the undersigned shall not provide any such Confidential Information and/or Materials to any third party, including, but not limited to, contractor, subcontractor, agent, consultant or any other person, firm or entity unless and until the undersigned shall be obtained the prior express written consent of Alumicor Limited to do so. The undersigned further acknowledges that Alumicor Limited, as a term of its granting any such consent, may require a like letter agreement from any such proposed disclose and that such condition is reasonable.
  - A. the undersigned agrees and covenants that, in consideration of ten dollars (\$10.00) and other good and valuable consideration:
    - A1. the right to maintain such Confidential Information and/or Materials constitutes a proprietary right which Alumicor Limited is entitled to protect.
    - A2. not to disclose any such Confidential Information and Materials to any person, firm or other legal entity without Alumicor Limited's prior express written consent.

Issue Date: Oct 11, 2010

Prepared by: B. Wood

Form #: 7.3.2.06

A3. not to at any time during any period of discussions and/or any ensuing business relationship with Alumicor Limited, and for a period of five (5) years after the later of the termination of such discussions as evidenced by correspondence that the undersigned or Alumicor Limited has elected to not proceed further with the discussions, or termination of any business relationship, not to at any time disclose to any person, firm or other entity, or use for its own benefit or for the benefit of third parties, the Confidential Information or Materials without prior express written consent of Alumicor Limited; and

A4. in the event the undersigned shall hold discussion with or retain the services of any consultant, agent, contractor, subcontractor or any other third party ("Third Party") pertaining in any way to the Confidential Information and/or Materials, it will obtain the prior express written consent of Alumicor Limited and will only divulge any Confidential Information and/or Materials after it shall have received such written consent and had such Third Party execute a confidentiality agreement as provided by Alumicor Limited.

B. the parties hereto agree that the undersigned's covenant to not disclose Confidential Information and/or Materials provided to it by or on behalf of Alumicor Limited shall not apply to any information, data or materials provided to the extent that any of the following conditions exist or come into existence:

B1. information that at the time it is provided to the undersigned is already in its possession or available to it from any other source having no obligation to Alumicor Limited.

B2. such information that is, or any time thereafter becomes, available to the public.

B3. such information that, after disclosure, is at any time obtained by the undersigned from any other person, firm or other legal entity having no obligation to or relationship (existing or past) with Alumicor Limited.

Provided that immediately upon any of the events as set out in foregoing items B1, B2 or B3 occurring, the undersigned will forthwith provide Alumicor Limited with written notice of such event and full particulars supporting same.

B4. the undersigned shall not be liable for disclosure of Confidential Information and/or Materials if made directly as a result or in response to a valid order of a Court of competent jurisdiction provided that fifteen (15) days prior written notice is first given to Alumicor Limited in order that Alumicor Limited may seek any type of protective or restraining order as it shall deem necessary to protect it from disclosure of such Confidential Information and/or Materials.

The undersigned shall take all steps reasonably necessary to protect the Confidential Information and/or Materials, including, but not limited to, ensuring same shall not be viewed, inspected or discussed with suppliers, competitors, customers and/or potential customers of Alumicor Limited.

The undersigned agrees to promptly deliver to Alumicor Limited, at its request, all Confidential Information and/or Materials that it has received or possessed during any period of discussions and/or business relationship. The undersigned agrees to not retain any copies, extracts or other reproductions, in whole or in part, of such Confidential Information and/or Materials, except as directed by Alumicor Limited.

Nothing contained herein shall be construed to convey to the undersigned any right, title, interest, copyright, license to use, sell, exploit, copy or further develop any Confidential Information or Materials.

Nothing contained herein obligates the parties to enter into a business relationship and both parties acknowledge the right of the other to elect to discontinue discussions without a business relationship being consummated.

In this Agreement, the use of "Alumicor Limited" shall include any of Alumicor Limited or Alumicor Corp., any holding company, subsidiary, affiliated corporation or entity, joint venturer with Alumicor Limited, and any successor or assignee, including, but not limited to, as a result of any merger, amalgamation, joint venture, partnership or other business relationship with Alumicor Limited. For the purposes of this Agreement, the term "Alumicor Limited" shall be deemed to include and incorporate any or all of the herein described.

Each and every restriction contained in this Agreement is independent and separate from the other and no such restrictions shall be rendered unenforceable by virtue of the fact that for any reason any other(s) or them may be deemed unenforceable in whole or in part. The undersigned acknowledged the time period provided in this Agreement is reasonable taking into account Alumicor Limited's business is worldwide and has commercial implications without geographical limitations.

**c. Relief Available on Breach**

The undersigned recognizes that the remedy at law for a breach or threatened breach of the terms of this Agreement would be inadequate and that any breach or threatened breach would cause immediate and permanent damages to Alumicor Limited which would be irreparable and the exact amount of which would be impossible to ascertain and accordingly, acknowledges and agrees that in the event of a breach or threatened breach of any covenant herein, in addition to any other legal or equitable remedy which may be available. Alumicor Limited shall be entitled to temporary and/or permanent injunctive relief without the necessity of providing and proving actual damages for reasons of such breach or threatened breach.

**d. Notice**

Any notice or other communication provided for herein shall be in writing and may be delivered in person or by facsimile transmission to the other party at the addresses set forth below or such changed address as may be given by one party to the other by such written notice. Any such communication shall be considered to have been given when personally delivered or on the date and time (Toronto time) following the transmission when sent by facsimile transmission (unless such facsimile transmission is received after 5:00 p.m., in which case it shall be considered to have been given on the next business day) in the manner herein provided for:

If to Alumicor Limited

**Alumicor Limited**  
33 Racine Road,  
Toronto, Ontario M9W 2Z4  
Attn: Barry P. Wood  
Facsimile No: (416)745-7759

With a copy to:

If to the undersigned:

Facsimile No:

**e. Counterparts**

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed on an original hereof or by facsimile transmission with an original to be exchanged between the parties hereto forthwith thereafter.

**f. Non-Assignable Rights**

This agreement is personal to the undersigned and may be assigned by any act of the undersigned or by operation of law, pledged, liened, conveyed, licensed, or in any other manner dealt with except with prior express consent of Alumicor Limited.

This Agreement is the entire understanding of both parties and there are no representations, warranties, implied terms or prior agreements that supersede or vary this Agreement which is intended as a final agreement. This Agreement cannot be modified except in writing by both parties.

**g. General**

This Agreement shall be governed by the laws of the Province of Ontario.

Time is of the essence.

This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors and successors.

Please sign and return the duplicate copy of this Agreement in order for it to be of any effect. We would ask that you please return the duplicate, duly signed, no later than the \_\_\_\_\_ day of \_\_\_\_\_, 2010. This Agreement is of no force and effect unless duly signed by all parties.

Yours very truly,  
**ALUMICOR LIMITED**

Per: \_\_\_\_\_  
(I have authority to bind the Corporation)

The undersigned hereby agrees and consents to the above terms and conditions. The undersigned acknowledges and confirms it is fully aware of the obligations arising pursuant to this Agreement and any breach of same.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Per: \_\_\_\_\_  
(I have authority to bind the Corporation)