



KEYSTONE SYSTEMS, INC.

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NON-DISCLOSURE AGREEMENT

Since representatives of Keystone Systems, Inc. may be exposed to certain confidential information related to the company's raw material purchases, production processes and procedures, and equipment in the course of their work, Keystone Systems agrees as follows:

1. Keystone Systems shall keep strictly confidential and not disclose to any third party, the written or oral information it may receive related to the company's raw material purchases, production processes and procedures, and equipment unless Keystone Systems can demonstrate that such information is previously known to Keystone Systems by means unrelated to its aforesaid program, or unless such information was or becomes, generally known in the industry other than by an act of Keystone Systems or of any third party acting in breach of a duty of confidentiality to the company.
2. All engineering drawings, plans, material flow charts, melt sheets, travelers, or other information received from the company and relating to the aforesaid matters and all Keystone Systems' documents incorporating any such information, shall be held confidential and shall not be disclosed to any third party or used by Keystone Systems, its subsidiaries or divisions, or its employees, agents, and representatives, without the prior written consent of the company excepting, however, any such information coming within the provisions of paragraph 1.
3. Keystone Systems shall inform all of its employees or representatives to whom Keystone Systems deems it necessary to grant access to any of the above described or other related confidential information of the confidential nature of such information and their obligation to protect it, both during and after their employment, to the same extent and in the same manner that Keystone Systems is bound, and shall prevent such access by all others.
4. Unless either party upon thirty (30) days notice given in writing to the other party terminates this Agreement, this Agreement automatically terminates five (5) years from this date, unless renewed. The termination of this Agreement shall not affect Keystone Systems' obligations of confidentiality which shall continue indefinitely.

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

Accepted by:

Accepted by:

Company: _____

KEYSTONE SYSTEMS, INC.

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____