

SUPERIOR METAL SHAPES, INC.'S
CONFIDENTIALITY AND NON-DISCLOSURE POLICY

1. At Superior Metal Shapes, Inc., our custom, practice and policy is to steadfastly protect our customer's information, property and intellectual rights against any unauthorized disclosure and to maintain strict confidentiality of all information provided to us by our customers.
2. At Superior Metal Shapes, Inc., our company, its employees, and/or affiliates shall not disclose to any third party any information disclosed by our customers nor permit any third party to have access to any information nor use the information for any purpose other than to enhance Superior Metal Shapes, Inc.'s business relationship with our customer.
3. We shall only release our Customer's information upon Customer's written authorization.
4. Superior Metal Shapes, Inc. is not a guarantor of the confidentiality rights or of customer's information, property and intellectual rights.
5. Superior Metal Shapes, Inc. shall not be responsible and customer agrees to hold free and harmless Superior Metal Shapes, Inc. from any and all liability and/or claims arising from any disclosures of customer's information, property and intellectual rights, including, but not limited to any of the following:
 - a. Information generally available to the public or part of the public domain acquired through other sources outside of Superior Metal Shapes, Inc.;
 - b. Information which has come or in the future comes into the public domain through no fault of or action by Superior Metal Shapes, Inc.;
 - c. Information known by Superior Metal Shapes, Inc. prior to disclosure by Customer;
 - d. Information which is independently in the possession of Superior Metal Shapes, Inc. or its affiliates, at the time of contract with Customer or which is discovered, independently developed or created, after the date hereof by Superior Metal Shapes, Inc. without the direct aid, application or use of the information provided by Customer;
 - e. Information which is obtained by Superior Metal Shapes, Inc. or one of its affiliates from any third party which is lawfully in

possession of such information and not in violation of any confidential agreements;

- f. Information obtained by Superior Metal Shapes, Inc. from any third party;
- g. Information obtained by third parties, whether through computer hacking, piracy or other illegal or unlawful activities by any third party.

MEDIATION AND ARBITRATION

In the event of any dispute with Superior Metal Shapes, Inc., Customer agrees to be governed by and construed in accordance with the Law of the State of California, without consideration of its conflict of laws rules. The venue will be San Bernardino County. In the event of dispute between the parties, the parties agree to mediation as a condition precedent prior to seeking arbitration. If any party refuses to participate in mediation, that party shall waive their right to attorneys' fees and costs should they prevail in the arbitration. The parties agree to split the costs of a mediator.

In the event the mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration before a single arbitrator. The prevailing party shall be entitled to their attorneys' fees and costs.