

AGREEMENT FOR MUTUAL EXCHANGE OF CONFIDENTIAL INFORMATION

Agreement dated this ____ day of _____, is entered into by and between _____ and Valkyrie Machining, LLC are collectively referred to as the "parties" and individually as a "party."

WHEREAS, Valkyrie Machining, LLC and _____ wish to discuss and share proprietary information relating to CNC Machining (hereafter the "Purpose of this Agreement");

WHEREAS, in accomplishing the Purpose of this Agreement, information will be exchanged that is confidential;

WHEREAS, the parties hereto wish to set forth their understanding as to how their confidential information will be treated in achieving the Purpose of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the parties agree as follows:

1. Each party may disclose to the other certain proprietary information, data, techniques, or know-how in accomplishing the Purpose of this Agreement. All such information shall be deemed confidential, proprietary and valuable trade secret information that is the exclusive property of the disclosure and is referred to herein as "Confidential Information."

2. Each receiving party shall use the Confidential Information of the disclosure exclusively for accomplishing the Purpose of this Agreement. All Confidential Information shall remain the property of the disclosure, shall be kept confidential by the receiving party and shall not be disclosed to others except with the prior written consent of the disclosure.

3. Each of the parties shall disclose the Confidential Information of the other party only to such of its own employees as shall require the information in order to carry out the Purpose of this Agreement and shall treat such Confidential Information as it would its own confidential information. Such employees shall be notified of the proprietary nature of the Confidential Information.

4. All Confidential Information disclosed in written form under this Agreement by either party shall be clearly marked as "proprietary," "confidential," or the like. All Confidential Information disclosed in any manner other than writing shall be preceded or followed by an oral or written statement indicating that the information is Confidential or constitutes Confidential Information falling within the terms of this Agreement and shall be followed by transmittal of a written copy of the information with identification as "Confidential Information" designated as above within thirty (30) days.

5. Each party will return all written "Confidential Information" and prototype device "Confidential Information" that has been provided by the other party upon demand therefore by the disclosing party at any time prior to the expiration of the confidentiality period set forth in Section 6, except that the receiving party shall be allowed to keep a single copy of the written "Confidential Information" in the files of its Law Department or with its attorneys for the sole purpose of determining the extent of the receiving party's obligation of confidentiality under this Agreement. Each party reserves the right to destroy all "Confidential Information" not claimed by the other party at the expiration of the confidentiality period set forth in Section 6.

6. The restrictions and obligations upon the parties under this Agreement concerning confidentiality shall expire five (5) years from the date of this Agreement and shall not apply to any portion of the Confidential Information of either party that:

(a) is known to the receiving party prior to receipt thereof under this Agreement, as evidenced by written records;

(b) is disclosed without restriction to the receiving party in good faith by a third party who is in lawful possession thereof and who has the right to make such disclosure;

(c) is or shall enter the public domain, by publication or otherwise, through no fault of the party having an obligation of confidentiality under this Agreement;

(d) is discovered by either party completely without reference to Confidential Information of the other party

(e) is transmitted by a party to a receiving party after receiving notification in writing from the receiving party that the receiving party does not desire to receive any further Confidential Information.

(f) is required to be disclosed pursuant to law or court order.

7. Both parties agree to hold in confidence the fact that the parties have executed this Agreement and that they are having these discussions, except upon mutual agreement to the contrary.

8. This Agreement shall be binding upon the assigns and successors of each party.

9. This Agreement shall be governed by the laws of Hong Kong.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

Name: _____	Valkyrie Machining, LLC
Signature: _____	Signature: _____
Designation: _____	Designation: _____
Date: _____	Date: _____