

1MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement") is by and between Quad Electronics Inc., dba CABLCON ("CABLCON"), a Michigan corporation with its principal place of business at 359 Robbins Drive, Troy, MI 48083-4561 800.969.9220, and **Company's Name** with its principal place of business, **(Company's Address)**

CABLCON and the Company agree as follows:

1. Purpose. CABLCON and the Company anticipate exchanging information relating to CABLCON's pricing and drawings and the Company's material requirements and written specifications (the "Purpose"). No such business relationship will commence without an authorized representative of each of the parties signing an appropriate written agreement as to the respective rights and responsibilities of the parties.

2. Confidential Information. "Confidential Information" means information disclosed by either party (the "Discloser") to the other party (the "Recipient") in connection with the Purpose, even if before the Effective Date, or that, although not related to the Purpose, is nevertheless disclosed as a result of the parties' discussions in that regard, and that should reasonably have been understood by the Receiving Party because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Discloser, an Affiliate of the Discloser or to a third party. The term "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a party.

3. Effective Date, Termination. The Effective Date of this Agreement is **Today's Date, 2006**. This Agreement terminates the earlier of three (3) years after the Effective Date or as terminated by either party upon not less than thirty (30) days' prior, written notice to the other party. The obligations of Recipient with respect to Confidential Information received prior to termination will survive any termination of this Agreement for a period of three (3) years.

4. Restrictions on Disclosure and Use. Recipient may use the Confidential Information solely for the Purpose and will not disclose Confidential Information to any third party. Recipient may disclose the Confidential Information within its corporation only to those having a need to know for the Purpose and having an obligation to protect information as required by this Agreement. Recipient may disclose Confidential Information to an Affiliate or subcontractor which has a need to know for the Purpose and is subject to a written agreement, substantially in accordance with this Agreement, including obligations not to disclose Confidential Information and not to use it other than for the Purpose. In no case will Recipient or an Affiliate or subcontractor of Recipient use the Confidential Information other than for the Purpose. The parties acknowledge and agree that the inclusion or embodiment of ideas, concepts and techniques in information furnished by one party to the other party under this Agreement will not preclude the Recipient's independent development of products or generic requirements containing or embodying similar ideas, concepts or techniques, so long as Recipient complies with the obligations of this Agreement.

5. Care. Recipient will use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, Recipient will promptly notify the Discloser and will act to prevent any further disclosure or misuse.

6. Exceptions. Recipient's obligations of confidentiality and restrictions on use will not apply to information that is: (i) known to Recipient before receipt from Discloser without obligations of confidentiality or restrictions on disclosure; (ii) generally available to the public (or becomes so) without the fault or negligence of Recipient; (iii) received by Recipient from a source other than Discloser without breach of an obligation of confidentiality owed to the Discloser; or (iv) independently developed by Recipient without any use of Discloser's Confidential Information.

7. Required Disclosures. Recipient is permitted to disclose Confidential Information as required by law or regulation provided, however, that Recipient will (a) give Discloser written notice promptly upon receipt of a disclosure requirement and before the disclosure is made, (b) take reasonable actions and provide reasonable assistance to the Discloser to secure confidential treatment of the Confidential Information, and (c) disclose only such Confidential Information as is required.

8. Copies. Recipient will make copies of the Confidential Information only as is necessary for the Purpose. Any copies will reproduce proprietary marking(s) included therein.

9. Return. All Confidential Information will remain the property of Discloser, and Recipient will promptly return all copies and excerpts thereof to Discloser upon request, except that Recipient's legal counsel may retain a copy, for use only as a record of the disclosure. Recipient may choose to destroy such copies and excerpts instead of returning them, with written notice to the Discloser.

10. Export Control. The Parties recognize that the communication or transfer of any Confidential Information received may be subject to specific governmental export approval. The parties agree to comply with all applicable export control laws.

11. Rights Not Granted. Nothing herein will be construed as granting to Recipient any rights, express or implied, in Discloser's Confidential Information, other than the right to use it for the Purpose of this Agreement.

12. Right to Disclose. Each party represents to the other that it has the right to disclose the Confidential Information to the other party and will indemnify and defend the other party from any claims.

13. Entire Agreement. This is the entire agreement between the parties as to the subject matter hereof and supersedes any previous agreements, oral or written, as to its subject matter. It may be modified only by written agreement of the parties.

14. Assignment. This Agreement will not be assigned without written authorization of the other party.

15. Governing Law. This Agreement will be governed by the laws of the State of Michigan without regard to its choice of law provisions.

16. Signatures. When the authorized representative of either party signs this Agreement, a copy, duplicate or facsimile of such signed agreement will have the same force and effect as one bearing an original signature.

The parties do hereby execute this Agreement as of the Effective Date set forth above.

Quad Electronics, Inc. dba CABLCON

By: _____

Name: Dan Tomica

Title: Vice President of Sales

Date: _____

Company's Name.

By: _____

Name: _____

Title: _____

Date: _____