



MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into and effective as of the date set forth below, by and between Pontiac Coil, Inc. ("Pontiac Coil"), and the Company, as identified below, and its subsidiaries ("Company"). The parties agree as follows:

- 1. Confidential Information. The confidential, proprietary and trade secret information of the disclosing party ("Confidential Information") to be disclosed hereunder is (i) information in tangible form that bears a "confidential," "proprietary," "secret," or similar legend, and (ii) discussions relating to that information whether those discussions occur prior to, concurrent with, or following disclosure of the information.
2. Obligations of Receiving Party. The receiving party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.
3. Term of Non-Assertion. The disclosing party will not assert any claims of breach of this Agreement or misappropriation of trade secrets against the receiving party arising from the receiving party's disclosure of the disclosing party's Confidential Information made more than five (5) years from the date of the disclosure.
4. Termination of Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information which is: (a) rightfully in the public domain other than by a breach of a duty to the disclosing party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by employees of the receiving party; or (e) generally made available to third parties by the disclosing party without restriction on disclosure.
5. Title. Title or the right to possess Confidential Information as between the parties will remain in the disclosing party.
6. No Obligation of Disclosure; Termination. Neither party has any obligation to disclose Confidential Information to the other. Either party may terminate this Agreement at any time without cause upon written notice to the other party; provided that each party's obligations with respect to Confidential Information disclosed during the term of this Agreement will survive any such termination.
7. General. (a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information. (b) Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or maskworks is granted to or conferred upon either party in this Agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing. (c) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder. (d) This Agreement will be governed by the laws of the state of Michigan without reference to conflict of laws principles, if any. (e) This Agreement constitutes the sole and entire agreement between the parties with respect to the Confidential Information and all restrictions thereon; it supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understandings and terms, whether express or implied regarding the Confidential Information, and may not be amended except in a writing signed by a duly authorized representative of the respective parties. (f) The disclosing party disclaims all warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility of such Confidential Information.

AGREEMENT DATE: \_\_\_\_\_

AGREED:

Pontiac Coil:
Pontiac Coil, Inc.
5800 Moody Drive
Clarkston, MI 48348

Company:
Company name: \_\_\_\_\_

Street address: \_\_\_\_\_

Signature: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_