

SUPPLIER NON-DISCLOSURE AGREEMENT

The undersigned individual or entity ("Supplier") is, or may become a supplier of goods or services ("Supplies") to KSR International Co. or an affiliated or related entity (jointly and severally referred to as "Company") for use by Company in its general business activities and/or in the provision of its own goods and services to its customers ("Company Products"). Company may have provided and may provide Confidential Information to Supplier to enable Supplier to make a proposal to provide Supplies to Company and/or to provide Supplies to Company. Company was not and is not willing to recognize Supplier as a potential or an approved source for Supplies and to provide Confidential Information to Supplier, unless Supplier was, and is restricted in its use of Company's Confidential Information.

NOW, THEREFORE, and in consideration of such acceptance and disclosures and of Company's reliance on the terms of this Supplier Non-Disclosure Agreement ("Agreement"), Supplier promises and agrees that:

1. Confidential Information.

A. "Confidential Information" means all trade secrets, proprietary information, know-how, and confidential information of Company including but not limited to: (i) any and all technical, business or financial information or property, owned by or licensed to Company, or otherwise relating to Company and/or any of its subsidiaries, affiliates and related entities which is heretofore or hereinafter disclosed to Supplier, including but not limited to information regarding Company's goods or services, processes, personnel, finances, business plans, studies, analyses, projections, research, market data, operations, apparatus, computer software, know-how, trade secrets, inventions, equipment, tools, molds, dies, fixtures, parts, prototypes, samples, drawings, test results, material and manufacturing specifications, suppliers, customers, employees, processes, licensing and any other ideas or information relating to Company's business or Company Products, the Supplies or any business or activity in which Company is engaged, regardless of the form of disclosure, whether or not disclosed in a writing marked "Confidential" or in some similar manner or identified as confidential; (ii) improvements derived by Supplier from the information identified in Subsection 1(A)(i) or from access to Company's facilities; and (iii) any and all software, reports, memoranda, documents, developments, or other results produced by Supplier in the performance of providing Supplies that are directly related to Company's business and not primarily to general technology used by Supplier in the conduct of its core business.

B. Confidential Information shall not include any information which: (a) was known to Supplier at the time of disclosure as evidenced by Supplier's written records; or (b) after disclosure by Company, is lawfully obtained by Supplier from a third party who has the right to disclose such information to Supplier; or (c) legally enters the public domain or is generally available to the public other than by an unauthorized act by Supplier or the party to which such information was originally disclosed; provided, however, Confidential Information which is composed of a combination, compilation or sequential arrangement of individual elements or features which individual elements are available to the general public or are or were known or become known to Supplier, shall be considered Confidential Information with respect to such combination, compilation or sequential arrangement.

C. All Confidential Information is acknowledged by Supplier to be the property or an otherwise protectible interest of Company or its licensors whether or not it constitutes a trade secret.

2. Protection of Confidential Information.

A. Supplier shall use Confidential Information only to assist Supplier in making proposals to provide Supplies to Company and in providing Supplies to Company under Company's purchase orders or other written agreements. Supplier shall not use or disclose Confidential Information except as required by the performance of its obligations to Company. Supplier shall disclose Confidential Information only to those employees of Supplier who (a) must have the specific Confidential Information either for the development, production, testing and provision of Supplies or to decide whether to develop or supply the Supplies to Company; and (b) have signed this Agreement (or a similar agreement) binding such employees personally to the terms of this Agreement during and after their employment with Supplier. Supplier shall not disclose Confidential Information to any third party, including Supplier's related entities, without the prior written consent of Company and the written agreement of third parties binding them to the terms of this Agreement.

B. Supplier shall not duplicate or summarize the Confidential Information to any third party, without the prior written consent of Company. Supplier shall not decompile or reverse engineer Company Products and any information resulting from any decompiling or reverse engineering shall be deemed to be Confidential Information of Company.

C. The Confidential Information, and all copies, summaries, notes, and computations related thereto, shall be delivered by Supplier to Company within 48 hours of demand.

D. In addition, Supplier shall take all reasonable precautions to protect the Confidential Information from unauthorized access and use, but not less than used by Supplier to protect its own most valuable information.

E. During and after the period Supplier is providing Supplier services to Company, Supplier shall not produce, provide, or sell to anyone, other than Company, any Supplies which include or are produced with Confidential Information.

F. In addition, Supplier shall not and warrants that anyone obtain the Confidential Information disclosed hereunder by or through it, shall not:

(i) Contest, anywhere in the world at any time in the future, the validity of Company's proprietary rights in, or any Company claim to the ownership or inventorship of, any Confidential Information; or

(ii) Attempt to or actually apply for, obtain or claim ownership of, inventorship in or right to use of any proprietary rights in any Confidential Information (including, without limitation, any patents, copyrights, trademarks, service marks, trade dress, or trade secret rights).

G. All improvements to Company Products, their components, or their underlying technology developed during the performance of any purchase order issued by Company to Supplier shall belong to Company.

H. Supplier shall not disclose the Confidential Information to any person that would result in a violation of United States or Canadian export or other law.

3. Status of Supplier. Supplier's status at all times shall be that of an independent contractor, and Supplier shall not be considered an agent, partner, representative, or employee of Company for any purposes whatsoever. This Agreement shall not create an obligation on the part of Company to acquire or purchase the Supplies from Supplier. If Company accepts Supplier as an approved supplier for Supplies, any supply of such Supplies shall be under Company's standard General Terms and Conditions of Purchase without the need for further adoption of such terms and conditions. Supplier shall not advertise nor disclose that it is a potential supplier or a supplier of Supplies to Company.

4. Miscellaneous.

A. Supplier has not relied on any representation of Company not contained in this Agreement.

B. The unenforceability of any provision of this Agreement shall not affect the other provisions and the unenforceable clause shall be deemed deleted and shall be deleted by the court.

C. This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes all prior agreements between the parties relating to the subject matter hereof, whether written or oral. It is effective on execution by Supplier. No waiver or modification of the terms of this Agreement shall be valid unless in writing and duly executed by Supplier and Company. This Agreement shall be cumulative with all other rights of Company under any existing or future agreements between Company and Supplier unless specifically waived by Company.

D. This Agreement shall be construed under the laws of the State of Michigan, notwithstanding principles of Michigan or any other state, provided Company may in any enforcement action elect to have the law of the forum jurisdiction to apply. The parties irrevocably consent to the exclusive jurisdiction of the courts of the jurisdiction in which Company has an office to resolve all issues related to or arising from this Agreement and any business relationship arising from or related to this Agreement. If the law applicable to any enforcement proceeding limits the class of information and materials protectible by contract to trade secrets or other class of information, the term "Confidential Information" shall be limited to those classes of information and materials. If the law applicable to any enforcement proceeding requires a temporal limitation, the period after termination for which Supplier is restricted in use or disclosure of Confidential Information which is not a trade secret shall be limited to any specific maximum permitted by law or five years from the date of termination. If the law applicable to any enforcement proceeding requires a geographic limitation, the area in which Supplier is restricted in its use or disclosure of Confidential Information shall be limited to

only those states and countries in which Company or a supplier or customer of Company shall have an office or other facility during the restricted period. If the law applicable to any enforcement proceeding requires a limitation on the scope of any restriction, such restriction in the Agreement is limited to those activities which Supplier has performed for Company and to those customers of Company with which Supplier has had some contact during the engagement with Company.

E. The interests of Company in the Confidential Information cannot be adequately protected by a remedy at law. This Agreement may be enforced by preliminary injunction as well as other available equitable and legal remedies.

F. This Agreement is not assignable by Supplier. This Agreement binds Supplier and its affiliated companies upon execution by Supplier whether or not executed by Company.

G. All notices required hereunder shall be in writing and hand delivered, sent by facsimile or mailed via first class mail with postage prepaid to the other party at its principal business address or at such other address as the parties may advise one another from time to time.

_____ (“Supplier”)

By: _____

Its: _____

Address: _____

Fax Number: _____

Date: _____

Accepted:

KSR INTERNATIONAL CO. (“Company”)

By: _____

Its: _____

Address: _____

Fax Number: _____

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