

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement, dated as of the latest of the dates set forth on the signature page below (this "**Agreement**"), is between Infinite Peripherals, Inc., an Illinois corporation ("**IPC**"), having an office address as set forth on the signature page of this Agreement and the party whose name and office address are set forth on the signature page of this Agreement (the "**Company**").

RECITALS

- A. WHEREAS, IPC is considering a possible business relationship with Company pursuant to which Company is considering the purchase of certain products sold by IPC and the parties hereto desire to proceed with discussions and investigations relative thereto (the "**Discussions**");
- B. WHEREAS, IPC and Company each have proprietary rights in their respective confidential information which includes, but is not limited to, without the need to mark as confidential, tangible and intangible items including, without limitation, documents, prototypes, samples and equipment, requests for proposals, requests for information, project plans, designs, drawings, analysis, research, price lists, product lists, processes, methods, ideas, auction information, "know how" and the like, strategies, forecasts, employee, investors and vendor information, software (including all documentation, code and specifications), hardware and system designs, architectures, structure and protocols, methods of operation, trade secrets, technology, and other confidential information relating to their respective businesses including the names, addresses, telephone or fax numbers, and order data of customers or suppliers, marketing, distribution and sales plans, and other similar information, assets, financial records and undertaking including any information which would reasonably be understood to be confidential under the circumstances of the Discussions or otherwise specifically identified in this Agreement as confidential information ("**Confidential Information**"); and
- C. WHEREAS, IPC and Company may find it desirable and necessary to exchange Confidential Information during the course of the Discussions.

AGREEMENT

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. The parties hereto agree that this Agreement creates a confidential relationship for the purpose of protecting Confidential Information only. This Agreement does not create a joint venture, agency, partnership or other business arrangement, and any agreement between the parties as to business activities will be set forth in subsequent written agreements.

2. The parties each agree to refrain from distributing, disclosing or disseminating the Confidential Information of the other party (the "**Discloser**") which is disclosed to it (the "**Recipient**") in any manner to any person or entity except to the Recipient's employees, consultants and agents who have a need to know the Confidential Information to achieve the purpose of the discussions and negotiations between IPC and Company and who are obligated in a manner consistent with this Agreement to maintain the confidentiality of such information. The parties agree to use the same standard of care in protecting the Confidential Information of the other party that they would use to protect their own Confidential Information. The parties shall take all necessary steps to ensure compliance with this provision by their directors, officers, employees, consultants, majority-owned or controlled subsidiaries, and agents ("**Representatives**"), including without limitation Representatives of Company's ultimate parent or shareholders and all majority-owned or controlled subsidiaries of such parent or shareholders, and Representatives of IPC's ultimate parent or shareholders and all majority-owned or controlled subsidiaries of such parent or shareholders. Either party shall have the right to refuse to receive any information under this Agreement and nothing herein shall obligate either party to disclose to the other party any particular information.
3. Information, whether written or oral and the fact that the parties are engaged in discussions shall, at the time of disclosure to the Recipient, be clearly considered Confidential Information unless marked or otherwise clearly identified as Non-Confidential.
4. The Parties agree to bind their respective employees to adhere to the provisions of this Agreement. No party directly or indirectly shall circumvent the obligations contemplated by this Agreement. No party shall engage in reverse engineering or similar practice with respect to Confidential Information disclosed to it without the Discloser's written consent.
5. Each party's obligation to maintain the confidentiality of the Confidential Information of the other party shall expire five (5) years after the date of disclosure of Confidential Information or as long as the source codes, trade secrets, drawings and other documents are tangible or intangible information are protected by any patents, copyright, proprietary or other intellectual property right, whichever is the later of such dates.
6. All drawings and other documents, any copies thereof, or things or samples which embody the Confidential Information of a party shall remain the property of that party and will be promptly returned to that party upon that party's request. The parties each agree that the Recipient of Confidential Information shall not remove any copyright, confidential, proprietary rights or intellectual property notices attached to or included in any Confidential Information furnished by the other. The Recipient shall reproduce all such notices on any copies. Each party upon written request from the other party shall return all drawings and other documents, including any copies or summaries thereof, or other tangible forms which embody any confidential information of the requesting party.

7. Neither party shall use the Confidential Information of the other for any purpose other than to carry out the investigative purpose of this Agreement.
8. The restrictions and confidentiality obligations set forth in this Agreement shall not apply to the Discloser's Confidential Information which:
 - a) is disclosed upon the advance written authorization of the Discloser;
 - b) is lawfully disclosed without any confidentiality obligation to the Recipient by a third party who had obtained the Confidential Information lawfully and through no breach of the receiving party's obligations hereunder;
 - c) is or subsequently becomes available to the public lawfully and through no breach of the receiving party's obligations hereunder; or
 - d) is clearly demonstrable that same was lawfully known or independently developed by the Recipient prior to such disclosure.
9. No license under any patents, copyright, proprietary or other intellectual property right or other right is granted or implied by this Agreement or by conveying Confidential Information nor shall Confidential Information or other information which may be transmitted between the parties constitute any representation, warranty, assurance, guarantee, or inducement with respect to such information. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
10. Except as expressly provided herein, the Parties agree that from the execution date of this Agreement and for two (2) years thereafter, the Receiving Party shall not solicit or promote or distribute any of its promotional material, mailing or e-mail addresses, phone or fax numbers; or engage in commerce competitively with the Disclosing Party as specifically related to any executable business agreement between the Receiving and Disclosing Parties; to any client, customer, supplier or vendor that the Disclosing Party has revealed in writing or in oral form, verifiably shown to have been received by the Receiving Party, without the prior written consent of the Disclosing Party. Additionally the Parties agree not to hire, solicit nor attempt to hire or solicit the services of any employee, subcontractor or vendor of either Party without the prior written consent of the Party. The Parties agree to bind their respective employees to adhere to the provisions of this Agreement. No party directly or indirectly shall circumvent the obligations contemplated by this Agreement. No party shall engage in reverse engineering or similar practice with respect to Confidential Information disclosed to it without the Discloser's written consent.
11. As a further inducement for IPC to enter into this Agreement with Company, Company expressly represents and covenants to IPC as follows: (1) any third party manufacturer, vendor, distributor, or other such party the identity of which IPC discloses to Company relating to the Discussions (each a "**Third Party**") shall be deemed to be Confidential Information; (2) in the event that IPC and Company fail, for any reason, to enter into a binding agreement with respect to the Discussions, or

such agreement is entered into, but expires or otherwise terminates, Company shall not enter into any agreement, whether directly or indirectly, with any Third Party with respect to a business arrangement similar to the Discussions which would circumvent, or otherwise exclude, IPC, without the prior written consent of IPC; and (3) IPC shall be entitled to all of its legal and equitable remedies in the event of a breach or alleged breach of this paragraph by Company.

12. Neither party shall issue any press release or other public communication of any kind regarding the discussions and negotiations between IPC and Company, this Agreement, the information received as part of this Agreement or the contents of this Agreement without prior written consent of the other party.
13. The agreement of confidentiality set forth herein shall survive the completion or termination of the investigation by the parties.
14. Addresses for notices and requests are set forth on the signature page of this Agreement.
15. This Agreement is specifically enforceable without proof of monetary damages. In any action to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees, costs and expenses incurred in such action.
16. This Agreement shall be construed and enforced in accordance with the laws of the state of Illinois without reference to its choice of law principles and the parties irrevocably consent to the jurisdiction of the courts of the aforesaid jurisdiction.
17. The parties acknowledge that irreparable harm shall result to the other if either breaches their obligations under this Agreement and both parties acknowledge that such a breach would not be properly compensable by an award of damages. Accordingly, each party agrees that remedies for any such breach may include, in addition to other available remedies and damages, injunctive relief or other equitable relief enjoining such breach at the earliest possible date.
18. This Agreement is binding on the parties, their successors, affiliates and assigns. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred without the Discloser's prior written consent which is not to be withheld unreasonably. Those signing below affirm that they have the full power and authority, and their signatures establish this as a valid and legal agreement, enforceable as written
19. The parties have participated jointly in negotiating and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

In witness whereof the parties have hereto executed this Agreement on the date indicated below.

INFINITE PERIPHERALS, INC.
2312 Toughey Avenue
Elk Grove, IL 60007

Company: _____

Address: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____