** MUTUAL CONFIDENTIALITY AGREEMENT**

This Agreement is made by and between Pace Industries LLC, with offices at 28100 Cabot Drive, Suite 200, Novi, Michigan 48377 ("Pace") and , with offices at (“ ”).

WHEREAS, Pace and intend to exchange information in connection with [ ] the "Project"); and

WHEREAS, in connection with the Project, each party will be required to disclose information which it considers to be valuable and proprietary,

THEREFORE, in order to facilitate the exchange of information necessary to conduct the Project, the parties agree to the following terms and conditions:

1. Definition of Proprietary Information

Any information transmitted by one party to this Agreement to the other party, including by way of in writing, verbally, visually, observation or by demonstration, including, but not limited to, technical, financial, business, operational, costing, pricing, strategic, market and marketing, methods, know how, processes and trade secrets and other proprietary and confidential information, relating to its business operations and properties and those of its customers and affiliates (“Confidential Information”). Confidential Information shall also include personal information of or about any identified or identifiable natural person obtained directly or indirectly in connection with the Project. A party disclosing Confidential Information hereunder is the “Disclosing Party” and the party receiving Confidential Information hereunder is the “Receiving Party”.

2. Confidentiality Obligation

The Receiving Party shall hold all Confidential Information disclosed by the Disclosing Party in strict confidence, use it strictly for the purposes of the Project, and not disclose the Confidential Information to any third party provided, however that any of such information may be; (i) disclosed to the Receiving Party's directors, officers, employees, agents, advisors, representatives, clients and subcontractors who need to know such information in connection with the Project and (ii) disclosed to any third parties to whom the Disclosing Party consents in writing in advance, (each such recipient under (i) and (ii) are a “Permitted Recipient”), it being understood that each Permitted Recipient shall be informed by the Receiving Party of the terms of this Agreement and Receiving Party shall be responsible for the breach of this Agreement by a Permitted Recipient. The Receiving Party shall maintain reasonably adequate procedures to preserve the confidentiality of the Confidential Information, provided that such procedures shall be at least equal to the procedures that the Receiving Party uses to protect the confidentiality of its own information. The use of any equipment capable of audio or video information collection, including but not limited to, camera phones, dictaphones and personal information /communication/electronic management equipment, is strictly prohibited at all Pace facilities without prior Pace’s written consent.

3. Exceptions

Notwithstanding the provisions of Section 2 of this Agreement, the parties hereto shall not be required to maintain the confidentiality of, or be restricted in their use of, any information which:

a) was in the public domain at the date of disclosure hereunder;

b) becomes public knowledge without fault by the Receiving Party;

c) the Receiving Party can show was in its possession not under obligations of confidentiality prior to receipt from the Disclosing Party as evidenced by written documents;

d) is acquired by the Receiving Party from a third party not under obligations of confidentiality, either directly or indirectly, to the Disclosing Party;

e) is furnished by the Disclosing Party to any third party on a non-confidential basis; or

f) the Receiving Party demonstrates was developed independently by the Receiving Party without reference to the Confidential Information.

4. Governmental Requests

Either party to this Agreement shall have the right to use or transmit, as necessary, any information disclosed by the other party in response to inquiries to which it may be subject to the U.S. Government or any court of competent jurisdiction, except that the Receiving Party shall first notify the Disclosing Party in writing in advance of the legal basis for the necessity of such inquiries and the portion of such information to be so used or transmitted, and shall take reasonable steps to preserve the confidentiality of any Confidential Information so transmitted.

5. Ownership of Confidential Information

The parties hereby agree that ownership of all rights in the Confidential Information, shall at all times remain vested in the Disclosing Party. No rights or obligations, other than those expressly recited herein, are to be implied from this Agreement.

6. No License

No license is hereby granted, directly or indirectly, under any patent, copyright, or rights in other forms of intellectual property now held by, or which may be obtained by, or which is or may be licensable by either party.

7. Export Restrictions

Confidential Information of a Disclosing Party shall not be provided to any third party countries or nationals thereof unless authorized in writing by the Disclosing Party and allowed pursuant to all U.S. applicable export control laws and regulations.

8. No Warranties

Neither party makes any representations or warranties as to the accuracy or completeness of the Confidential Information it delivers. Neither party shall be obligated to disclose to the other any Confidential Information and each party shall have the absolute discretion as to what Confidential Information it may make available to the other party.

9. Return of Confidential Information

 Either party may at any time request the return or destruction (to be confirmed in writing) of all Confidential Information, including all notes, analysis and other documents prepared by the other party containing any Confidential Information. Upon termination of the parties’ relationship in respect of the Project, both parties will immediately return to the other party all Confidential Information without retaining copies, provided that each party’s legal counsel shall be authorized to retain one archival copy of each item of Confidential Information received by such party, solely for the purpose of determining the extent of its obligations hereunder

 10. No Relationship

Nothing in this Agreement shall bind the parties to any business relationship, nor shall any party be authorized to act as agent of the other and neither party shall act on behalf of the other, without further contractual agreements extending beyond the framework of this Agreement.

11. Remedies for Breach

In addition to any other legal remedies available, each party shall be entitled to equitable relief, including injunction, in the event of a breach of this Agreement by the other party.

12. Term

# This Agreement shall be for a period of one (1) year from the last date of signature hereto unless terminated earlier by either party, with or without cause, upon thirty (30) days prior written notice to the other party (the “Term”). In the event that the parties enter into a definitive business relationship, the Term shall be superseded and replaced by the period of such relationship. The obligations established pursuant to this Agreement shall remain in effect for a period of five (5) years after the date of termination of this Agreement, or business relationship, as applicable, provided that any Confidential Information which is a trade secret shall remain confidential indefinitely in accordance with applicable laws.

13. Severability of Provisions

Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was not a part of the Agreement. Should the severance of any such part of this Agreement materially affect any other rights and obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

14. Assignability

Neither party hereto shall, directly or indirectly, assign this Agreement or any of its rights and obligations in whole or in part to any third party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns.

15. Governing Law

This Agreement shall be governed by the laws of the State of Arkansas.

16. Entire Agreement

This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements between the parties, whether oral or written, with respect to the Project. This Agreement shall not be amended, modified or altered, except in writing, duly executed by both parties. No representations or promises have been made that are not fully set forth herein.

This Agreement is executed and effective as of the last date set forth under the parties' signatures below.

**PACE INDUSTRIES, LLC. [ ]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_