

**DOUGLAS AUTOTECH CORPORATION
SUPPLIER NONDISCLOSURE AGREEMENT**

This agreement made this _____ day of _____, between Douglas Autotech Corp, (herein called the "First Party"), and _____ (herein called the "Second Party").

WITNESSETH

WHEREAS, the First Party is engaged in the design, manufacturing, assembling, and marketing of steering columns and shifters; and

WHEREAS, the Second Party has had several years of experience in business and in training which will assist the First Party in such efforts; and, the Second Party is desirous of entering into a contractual relationship with the Second Party; and

WHEREAS, the First Party, in it aforesaid business, uses certain techniques, trade secrets, secret processes and other proprietary information, which will, necessarily, be communicated to the Second Party, by virtue of this contractual relationship; and

WHEREAS, the First Party desires to protect and preserve the same secrets, for its own use;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, AS FOLLOWS:

1. The Second Party hereby agrees to enter into the contracted service of the First Party, on such terms and considerations as are set out in a separate agreement, and the latter hereby agrees to the contractual relationship in and about the aforesaid business of the First Party.
2. That, during the term of such contractual relationship, the Second Party shall devote such time and attention to the business as is required by the terms of the contract, and to give the best effort and skill and perform such services as is required to be performed by the contract and shall, in all respects, do the utmost to further enhance and develop the best interests and welfare of the First Party.
3. First Party shall be entitled to the sole benefit and exclusive ownership of any inventions or improvements in design, product, plant, machinery, processes, or other things used in the business of a corporation that may be made or discovered by Second Party while he/she is under contract to the First Party, and all patents for the same, and Second Party shall do all acts necessary or required by First Party to give effect to this section.
4. The Second Party covenants and agrees that the Second Party will not, during the term of the contractual relationship, and for five (5) years thereafter, whether in the continuous service of the First Party or not, communicate, or divulge, or use for the benefit of, any other person, partnership, or corporation, any of the techniques, trade secrets, secret processes and other proprietary information, used or employed by the First Party, in and about it's said manufacturing business, which may be communicated to the Second Party by virtue of the contractual relationship.
5. The Second Party understands and agrees that the relationship described by this agreement and entered into by the undersigned in no way constitutes an agreement of employment, but an agreement for service. The undersigned agrees to conform to the rules and regulations of the First Party and that this contractual relationship can be terminated at any time, at the option of either party.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused the same to be executed on this day and date first above written.

FIRST PARTY

SECOND PARTY