



Confidential Disclosure Agreement

Effective Date: _____

This Confidential Disclosure Agreement ("Agreement") is made effective as of the Effective Date by and between Prostock, a wholly owned subsidiary of Duo-Gard Industries, a Michigan corporation with its principal place of business at 40442 Koppernick Road, Canton, MI 48187-4279 and Dealer/Member

_____ (hereinafter "DEALER"), a _____ corporation with its principle place of business at _____.

Whereas, Duo-Gard Industries is the owner of certain PROPRIETARY INFORMATION under the Prostock Do-It-Yourself program, and as outlined below:

- 1) Professional Installation Manuals.
- 2) Materials Performance Matrix.
- 3) Assembly Drawings.
- 4) Detail Drawings.
- 5) System Order Forms.

DEALER is required to keep all information provided in the Prostock program confidential. This includes all printed material provided in the Prostock Tool Box, any proprietary techniques for technology integration of materials, proprietary "know how" and manufacturing techniques as revealed in training sessions, and general information sharing between Prostock and Dealer, the breach of which would compromise the competitive edge.

The DEALER understands that disclosure of the PROPRIETARY INFORMATION could destroy the value of said information, and the DEALER agrees to protect it from disclosure to third parties or persons other than employees or customers to the DEALER analyzing and evaluating the Prostock material. The DEALER agrees to use at least the same degree of care which it uses to safeguard its own proprietary information.

It is in the absolute best interest of all parties to maintain control of PROPRIETARY INFORMATION so as to keep it from competitors of the DEALER or the direct competitors of Prostock or Duo-Gard Industries.

If all parties agree to this agreement, please sign below.

Duo-Gard Industries, Inc.

DEALER: _____

By: _____

By: _____

Its: _____

Printed Name: _____

Date: _____

Its: _____

Date: _____