

NONDISCLOSURE AGREEMENT

This Agreement is made as of the ___ day of _____, 2006 between Wakefield Thermal Solutions, a Delaware corporation (the "Company"), and _____, a _____ (the "Receiving Party").

Company and Receiving Party desire to enter into an agreement and related confidential discussions with respect to the purchase by the Company of certain commodities from the Receiving Party (the "Business Purpose"). In order to pursue the mutual Business Purpose, Company and Receiving Party recognize that there is a need for the Company to disclose to the Receiving Party certain of its Confidential Information (as defined below) to be used by the Receiving Party only for the Business Purpose and a need to protect the Company's Confidential Information from unauthorized use and disclosure.

In consideration of the Company's disclosure of such confidential information, the time and effort required to explore the Business Purpose and the mutual agreements set forth herein, the Receiving Party agrees as follows:

1. **Confidential Information.** As used in this Agreement, "Confidential Information" means the identity of each Customer of the Company and any associated customer lists, any information described in Exhibit A and any other information disclosed orally, in writing, or by any other medium, by Company to the Receiving Party of a competitively sensitive or proprietary nature, whether or not marked confidential or proprietary, including, without limitation, information relating to projects, designs, products, financial statements, forecasts, know-how, and trade secrets. The Company shall take reasonable steps to identify for the benefit of the Receiving Party and its respective personnel any Confidential Information, including using confidentiality notices on written material where appropriate. As used herein, the term "Customer" shall mean any customer of the Company to which the Company resells any products incorporating (in whole or in part) products purchased by the Company from the Receiving Party, whether modified or unmodified, and the term "Products" shall mean any products of the Receiving Party purchased by the Company.
2. **Exclusions.** Confidential Information does not, however, include information that the Receiving Party can demonstrate:
 - (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
 - (b) was known by the Receiving Party before receiving such information from the Company;
 - (c) is hereafter rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Company; or
 - (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information.

3. **Obligations.** The Receiving Party agrees:
 - (a) to hold the Confidential Information in strict confidence;
 - (b) not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by the Company in writing;
 - (c) to use all reasonable precautions, consistent with Receiving Party's treatment of its own Confidential Information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information; and
 - (d) not to use any Confidential Information for any purpose other than the Business Purpose.
4. **Permitted Disclosures.** The Receiving Party may disclose the Confidential Information to its responsible employees and professional advisers with a bona fide need to know, such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.
5. **Required Disclosures.** The Receiving Party may disclose the Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or request for confidential treatment and provides the Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.
6. **Copies and Abstracts.** To the extent necessary to carry out the Business Purpose, the Receiving Party may make copies or abstracts of the Confidential Information provided that all such copies and abstracts are themselves marked as confidential and provided that the Receiving Party maintains a written record of the distribution of all such copies and abstracts.
7. **Return of Confidential Information.** Upon the Company's request, the Receiving Party will promptly return to the Company all copies of the Confidential Information, will destroy all notes, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Company a written certification of an officer of the Receiving Party that it has done so.
8. **No Implied Licenses or Warranties.** Nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Company's Confidential Information, except as specifically stated in this Agreement. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

9. **Nonsolicitation.** For a period of two years from the date of the last disclosure of Confidential Information hereunder, without the prior written consent of the Company, the Receiving Party shall not directly or indirectly, either on its behalf or on behalf of any other person or entity, solicit any Customer of the Company in an attempt to sell Products directly to such Customer [unless the Receiving Party can demonstrate to the reasonable satisfaction of the Company that it learned the identity of the Customer and of the Customer's desire to purchase Products from the Receiving Party other than as a result of the Receiving Party carrying out the Business Purpose and receiving Confidential Information from the Company].
10. **Injunctive Relief.** The Receiving Party acknowledges that the unauthorized use or disclosure of the Company's Confidential Information or its violation of the provisions of Section 9 above would cause irreparable harm to the Company. Accordingly, the Receiving Party agrees that the Company will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
11. **Term of Agreement.** This Agreement applies to all Confidential Information that is disclosed during the period that begins on the date set forth above and ends six months after the Company and the Receiving Party have terminated their business relationship. The obligations of this Agreement will remain in effect for five years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement will terminate.
12. **Applicable Law.** This Agreement will be construed, interpreted and applied in accordance with the laws of the State of New Hampshire (excluding its body of law controlling conflicts of law). This Agreement, including Exhibit A attached hereto, sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.

WAKEFIELD THERMAL SOLUTIONS, INC. _____

By: _____
Name
Title

By: _____
Name
Title

[Comment: Exhibit A should include a description of the general subject matter of the Confidential Information which the Company intends to disclose to the Receiving Party and the type of written documentation which the Company intends to provide to the Receiving Party.]

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