MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement"), dated _____, 20 ____ (the "Effective DATE"), is made by and between __MPI Industries Carolinas LLC__, a New Jersey corporation, with its principal place of business located at 5 Samantha Ct, Sewell, NJ 08080__ and _____ located at _____ (collectively, the "Parties" and each, a "Party").

In consideration of the mutual promises and obligations set forth below in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

1. Purpose: The Parties wish to explore a business opportunity of mutual interest, and in connection with this opportunity, each Party may disclose to the other certain confidential technical and business information that the disclosing Party (the "Discloser") desires the receiving Party (the "Recipient") to treat as confidential. The Sole purpose (the "Purpose") of this exchange of information regards to MPI providing services relating to wireless network deployments for MPI's customers.

2. Confidential Information:
   a. For the purposes of this Agreement, the term "Confidential Information" shall mean all information, in whatever form, which is transmitted to Recipient in any manner, even if disclosed to Recipient prior to the Effective Date, relating to the properties, business activities or operations of Discloser, including, without limitation, (i) all information of Discloser disclosed in writing or other tangible form and that is plainly marked by Discloser as "confidential" or "proprietary" or other similar wording, including, without limitation, all customer data and information, trade secrets, patents, specifications, know-how, designs, drawings, sketches, models, notes, documents, samples, reports, plans, forecasts, methods of doing business, current or historical data, computer software and programs, codes and all other technical, financial or business information; (ii) all information of Discloser that is not known to the public, without regard to the form in which such information is disclosed; (iii) any and all of the foregoing which is prepared by Recipient or its employees or agents that contains, reflects or is based upon, in whole or in part, any of the Confidential Information; and (iv) the contents of discussions and negotiations between the Parties concerning the Purpose (including this Agreement).
   b. Parties agree to use reasonable efforts to summarize the content of any oral disclosures which are proprietary or confidential in nature; provided, however, that any failure to provide such summary shall not in any way affect the classification of such disclosures as Confidential Information under this Agreement, or detract from the protection afforded to such Confidential Information under this Agreement, to the extent that such Confidential Information was identified as confidential or proprietary when such oral disclosure was made.
   c. Confidential Information shall not include information that Recipient can demonstrate: (i) is or (through no improper action or inaction by Recipient or any affiliate, agent, consultant or employee of Recipient) becomes part of the public domain; (ii) was lawfully in the possession of or known by Recipient on a nonconfidential basis at the time of disclosure by Discloser; (iii) was received on a non-confidential basis from a third party having a lawful right to disclose such information; or (iv) was independently developed by Recipient without reference to or use of the Confidential Information as demonstrated by Recipient's records.

3. Nondisclosure and Use of Confidential Information
   a. Recipient shall not disclose, and shall maintain the confidentiality of, all Confidential Information. Recipient shall use at least the same degree of care to safeguard and to prevent disclosure to third parties of Confidential Information as it employs to safeguard its own information of a similar nature, but in any event not less than reasonable care.
   b. Recipient agrees not to use the Confidential Information of Discloser for any purposes other than the Purpose. Recipient shall not disclose Confidential Information to any person or entity other than Recipient's employees, agents, advisors and representatives with "a need to know" the Confidential Information in order to carry out the Purpose and who agree in writing to be bound by Recipient's obligations under this Agreement with regard to nondisclosure and use of such Confidential Information. Recipient agrees that it (and that its employees, affiliates or agents) shall not reverse-engineer, decompile or disassemble any part of, or remove any proprietary marking from, Discloser's Confidential Information.
   c. Recipient agrees not to remove, export from the United States or re-export any of Discloser's Confidential Information or any direct product thereof without the express written consent of Discloser.
   d. If Recipient becomes legally compelled to disclose any of Discloser's Confidential Information, Recipient shall promptly notify Discloser of such requirement before any disclosure is made so that Discloser may seek a protective order or other appropriate remedy limiting disclosure or use of such information. If such protective order or other remedy is not obtained, Recipient may furnish only that portion of such Confidential Information that, in the opinion of its legal counsel, it is legally required to disclose, and Recipient agrees to make commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information.

4. Notice of Disclosure of Confidential Information. Recipient shall promptly (i) notify Discloser in writing of the details and circumstances of any unauthorized disclosure, misuse or misappropriation of any of Discloser's Confidential Information (an "Unauthorized Use") which may come to Recipient's attention; (ii) use best efforts to rectify or cure such Unauthorized Use and retrieve any such disclosed Confidential Information; and (iii) use best efforts to provide assistance to and cooperate with Discloser to rectify or cure such Unauthorized Use and to prevent further misuse or disclosure of such Confidential Information.

5. Termination and Survival. Subject to Section 9, the term of this Agreement will commence on the Effective Date and shall expire, unless earlier terminated upon 60 days prior written notice by either Party to the other Party or by written agreement of the Parties, on the later of (i) the two (2) year anniversary of the Effective Date; or (ii) two (2) years after the expiration or earlier termination of the term of any contract to which this Agreement applies. Notwithstanding any such expiration or termination, all rights and obligations of the Parties hereunder will survive with respect to Confidential Information disclosed for a period of three (3) years from the date of such expiration or termination.

6. Ownership; No Rights Granted. Discloser will retain the title and full ownership rights to its Confidential Information. No license, express or implied, in the Confidential Information is granted to Recipient other than to use the information in the manner and to the extent authorized herein. Nothing contained herein shall be construed as obligating either Party to (i) disclose any Confidential Information to the other or (ii) enter into a business relationship with the other. Neither Party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other Party.

7. Return of Confidential Information. Upon the written request of Discloser, all of Discloser's Confidential Information in tangible form shall be, at Discloser's sole discretion, either promptly returned to Discloser or promptly destroyed by Recipient, and in either case not retained by Recipient or its affiliates in any form. Notwithstanding anything to the contrary contained herein, the rights and obligations of the Parties under this Agreement will survive any return, retention or destruction of any Confidential Information.

8. Disclaimer of Warranties. Each Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the other Party. EXCEPT FOR THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS."

9. Remedies. Each of the Parties acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by it or its affiliates or persons to whom it discloses Confidential Information of the other Party, and that any such breach may cause immediate and irreparable harm. Accordingly, the Parties agree that, in the event of any breach or threatened breach of this Agreement, the Discloser shall be entitled to seek injunctive relief without the necessity of posting bond in excess of $1,000. If either Party breaches this Agreement, the other Party shall be entitled to terminate this Agreement immediately and recover any and all costs and expenses (including reasonable attorneys' fees) incurred in enforcing or protecting its rights hereunder, in addition to any other legal or equitable remedies it may have.

10. Notices. All notices, demands and other communications shall be in writing and shall be deemed to have been given if delivered personally, or three days after mailing by certified mail (return receipt requested) or overnight carrier to the respective addresses listed above or to such other address as either Party may designate by providing notice in accordance with this Section 10.

11. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, EXCLUDING THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN NEW JERSEY, AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE FEDERAL AND STATE COURTS IN GLOUCESTER COUNTY, NEW JERSEY AND FURTHER IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. BOTH PARTIES AGREE TO WAIVE TRIAL BY JURY FOR ALL CLAIMS ARISING PURSUANT TO THIS AGREEMENT.

The Parties acknowledge and agree that this Agreement is commercial in nature, and the Parties expressly and irrevocably waive (a) any claim or right which the Parties may have to immunity (whether sovereign immunity or otherwise) for the Parties or with respect to any of the Parties' assets in connection with any legal action, award or other proceedings to enforce this Agreement, including, without limitation, immunity from service of process, immunity of any of the Parties' assets from pre- or post-judgmentattachment or execution and immunity from the jurisdiction of any court or tribunal, and (b) service of process pursuant to the Hague Convention.

12. Entire Agreement; Amendment; Assignment; Severability; Counterparts. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by duly authorized representatives of such Party, and no failure or delay in enforcing any right will be deemed a waiver of such right. If any term or provision of this Agreement shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties expressed herein. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party. Any permitted assignee or successor of a Party's rights and obligations hereunder shall be bound by this Agreement, and any attempted assignment in violation of the foregoing shall be void and of no effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. The Parties agree that signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

MPI Industries Representative: date _____ _____ date _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Witnessed By:

Signature: _____ date _____

Print Name: _____

Title: _____