



MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (this "Agreement") is made effective as of _____, 20__ by and between QCC, LLC, a Delaware limited liability company, and _____, a _____.

RECITALS

A. The parties are interested in pursuing a potential investment, and the parties may disclose Confidential Information (defined below) to each other solely for the limited purpose of exploring, discussing and, potentially, pursuing such potential business transaction (the "Disclosure Purpose").

B. Each party's data, expertise, methods and strategies are recognized as confidential and proprietary to such party and constitute Confidential Information that consists of valuable commercial assets owned solely by such party.

AGREEMENTS

In consideration of the Recitals and the mutual agreements set forth herein, the parties agree as follows:

1. "Confidential Information" means information that is non-public, confidential or proprietary that is contained in or relates to any technical, financial and/or business information furnished by a party, its subsidiaries, affiliates, officers, directors, employees, agents or advisors (collectively, the "Disclosing Party") to the other party, its subsidiaries, affiliates, officers, directors, employees, agents or advisors (collectively, the "Receiving Party"). Such Confidential Information includes, without limitation, all data, know-how, proprietary products, technology, developments, studies, reports, inventions, customer lists, employee information, ideas, trade secrets and other proprietary information of the Disclosing Party's and its business in whatever form embodied, including, without limitation, all information in written, electronic or oral form. Confidential Information of a Disclosing Party includes summaries, reports and other documents prepared by a Receiving Party based, in whole or in part, on the Disclosing Party's Confidential Information.

2. The parties agree that the Disclosing Party would suffer great loss and irreparable damage if the Receiving Party were to use or disclose the Confidential Information for any purpose other than the Disclosure Purpose. Therefore, the Receiving Party agrees that it will keep all Confidential Information confidential and will not, without the prior, written consent of the Disclosing Party, disclose any portion of the Confidential Information in any manner whatsoever, in whole or in part, and will not use the Confidential Information other than solely for the Disclosure Purpose. Provided, the foregoing restriction on disclosure shall not apply to Confidential Information which is required by law to be disclosed, but only to the extent of such legal requirement. If a Receiving Party becomes legally compelled to disclose any Confidential

Information, the Receiving Party will, prior to making any such disclosure, provide the Disclosing Party with prompt notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy.

3. In protecting the Confidential Information, the Receiving Party agrees to use the protection set forth in this Agreement or the same standard of care as the Receiving Party uses to protect its own trade secrets, proprietary data and Confidential Information, whichever is greater. The Receiving Party agrees to transmit Confidential Information only to those persons who need to know such information in connection with the Disclosure Purpose and who are obligated to maintain it as confidential, and the Receiving Party shall inform such persons of the confidential nature of the information. The Receiving Party agrees to take all appropriate precautions against unauthorized disclosure of the Confidential Information by any person under its direction or control. The Receiving Party will be responsible for any breach of any provisions of this Agreement by any person who receives Confidential Information from the Receiving Party. The parties further agree that nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides the Disclosing Party with broader protection than that provided in this Agreement.

4. The Receiving Party shall indemnify, defend and hold the Disclosing Party, its shareholders, affiliates, officers, directors, employees, agents, successors and assigns harmless from and against all direct or indirect losses, damages or expenses of any kind (including, without limitation, reasonable attorneys' fees) that any of them sustain as the result of any breach of this Agreement by such Receiving Party or any of its employees, agents or representatives. The Receiving Party's indemnification obligations shall survive the termination of this Agreement.

5. All Confidential Information shall remain the exclusive property of the applicable Disclosing Party. This Agreement neither creates nor implies any rights, conditions or obligations other than as expressly set forth herein. In particular, no right or license, either express or implied, under any patent or patent application, copyright, trademark or other intellectual property right is granted hereunder.

6. On request of the Disclosing Party at any time, the Receiving Party shall (a) deliver to the Disclosing Party or (b) destroy, and confirm such destruction in writing to the Disclosing Party, all of the Disclosing Party's Confidential Information.

7. The obligations of nonuse and confidentiality set forth in this Agreement shall not apply to information that:

(a) becomes generally available to the public other than as a result of a disclosure by (i) the Receiving Party or anyone to whom the Receiving Party transmits Confidential Information or (ii) a person who is under an obligation of secrecy regarding the disclosed information;

(b) is independently developed by the Receiving Party, without use of or reference to the Disclosing Party's Confidential Information, as evidenced by the written records of the Receiving Party;

(c) becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) who is not bound by a confidentiality agreement or other obligation of secrecy with the Disclosing Party with respect to such information; or

(d) was known to the Receiving Party or was in the Receiving Party's possession prior to the date it was disclosed to the Receiving Party by the Disclosing Party, as evidenced by the Receiving Party's prior written records.

8. If any provision of this Agreement or the application of any provision to any person or circumstance is held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected and shall remain in full force. No failure of either party to detect, protest, or halt any breach of this Agreement will constitute a waiver of any right or remedy of either party.

9. Notwithstanding the termination of the Disclosure Purpose or the return or destruction of Confidential Information, the Receiving Party shall continue to be bound by its obligations hereunder on the terms and conditions set forth herein. The obligations of confidentiality and non-use imposed under this Agreement shall survive for three years following the termination of the Disclosure Purpose, except with respect to Confidential Information which constitutes a trade secret, for which the obligations of confidentiality and non-use shall survive until the later of (a) five years following termination of the Disclosure Purposes or (b) until such Confidential Information is no longer a trade secret. Neither party has any obligation to disclose Confidential Information to the other party. This Agreement does not obligate or commit either party to proceed with any agreement or a business transaction.

10. This Agreement constitutes and contains the entire agreement of the parties with respect to the Confidential Information they provide to each other. This Agreement supersedes and replaces any and all prior understandings and agreements between the parties relating to the subject matter hereof. Any modification of this Agreement shall be in writing and executed in the same manner as this Agreement.

11. If any controversy concerning the rights or obligations under this Agreement occurs, such rights or obligations shall be enforceable in a court of equity with a decree of specific performance. Such remedies shall, however, be cumulative and nonexclusive and shall be in addition to any other remedies the parties may have.

12. This agreement shall be governed by the laws of the State of Illinois without regard to conflicts of laws principles.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which will constitute a single instrument. Signatures transmitted by facsimile or electronic copy attached to email shall be deemed original and binding signatures.

[Signature page follows.]



The parties have executed this Mutual Confidentiality Agreement effective as of the date first above written.

QCC, LLC

By _____ (Signature)

By _____ (Signature)

_____ (Typed or Printed Name)

_____ (Typed or Printed Name)

_____ Date

_____ Date