



SERVICE CONTRACTOR PROMOTION AND SERVICES AGREEMENT

This Service Contractor Promotion and Services Agreement (“Agreement”) is made and entered into by and between North American Cable Equipment, Inc. a Pennsylvania Corporation, with offices located at 1085 Andrew Drive, Suite A, West Chester, PA 19380, hereinafter referred to as (“NACE”) and _____ hereinafter referred to as (“SERVICE CONTRACTOR”). The “SERVICE CONTRACTOR” and “NACE” are herein referred to as the “Parties” or “Party”.

RECITALS

Whereas, NACE acts as an Authorized Distributor for E-Guide Services, Inc (“EGS”), a provider of a custom television channel called “*E-GuideTV*” that displays a television guide featuring local and national television programming schedules plus television broadcast quality advertising, and other features known as (“Custom Channel or *E-GuideTV*”) for hotels, motels, hospitals, and multi-dwelling units such as apartments and condominiums hereinafter “Property” or “Properties” that is configured for each Property installation based upon site specific characteristics, and

Whereas, SERVICE CONTRACTOR desires to enter into a Distribution Agreement with NACE whereby SERVICE CONTRACTOR will be responsible for contracting, distributing, installing and activation of the Custom Channel to end users (Customers”),

Now Therefore, in consideration of the above premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. DEFINITIONS

- 1.1 Product.** Product is defined as a custom television channel that displays a television guide channel featuring local and national television programming schedules plus television broadcast quality advertising, and other features (“Custom Channel”).
- 1.2 Server.** Server is defined as the proprietary computer(s) equipment/hardware used by EGS to deliver the EGS or *E-GuideTV* Product(s).
- 1.3 EGS Equipment.** EGS Equipment will consist of a Server(s), Green Security Key, switch, hub, and/or router, an agile modulator(s), combiner(s), universal power supply (“UPS”), amplifiers, cabling among server, modulators and combiners, Antenna (where required) and Internet Connection such as a T1 telecommunications line, etc.
- 1.4 Call Center.** Call Center is defined as a nationwide support center that will provide telephone support to notify NACE of a problem with a Customer. NACE in turn will notify SERVICE CONTRACTOR of such problem.
- 1.5 End User(s) and/or Customer(s).** End User(s) and Customer(s) are defined as any person or entity that acquires the Product through SERVICE CONTRACTOR for use at a Property and not for resale.

- 1.6 **EGS and NACE Trademarks.** The trademarks, service marks, trade names, and logos used by EGS and NACE.
- 1.7 **Territory.** Is defined as the United States of America and its territories and possessions.
- 1.8 **Contracted Room.** Contracted Room is defined as a room containing a television or computer monitor that is showing the Custom Channel.
- 1.9 **Property.** A "Property" is defined as hotel, motel, hospital, or multi-dwelling units (apartments, dormitories, etc) owned by an End User or Customer generated by, solicited or contracted by SERVICE CONTRACTOR who contracts with EGS for the installation, activation and maintenance of the Product.
- 1.10 **Authorized SERVICE CONTRACTOR.** Authorized SERVICE CONTRACTOR is defined as an entity or individual that is authorized by NACE to market, promote, distribute, install the Product, activate the Product, and maintain the Product for End User at various Properties.
- 1.11 **T1/DSL.** T1/DSL connection is defined as a "High speed Telephone Connection" or "Digital Subscriber Line/Loop" which is connected to the Internet and shall be used to transmit data from EGS to a Property at a high rate of down loadable speed, installed and maintain by the Property.

2. APPOINTMENT

- 2.1 **Scope.** NACE hereby appoints SERVICE CONTRACTOR as an authorized SERVICE CONTRACTOR for NACE of the EGS Product, "*E-GuideTV*", in the continental United States (the "Territory"). SERVICE CONTRACTOR agrees that no fee or other consideration for has been paid by SERVICE CONTRACTOR to NACE for said appointment as consideration for NACE's entering into this Agreement and no property right or interest, direct or indirect, is sold, conveyed or transferred to SERVICE CONTRACTOR by this Agreement.
- 2.2 **Non-Exclusive.** SERVICE CONTRACTOR acknowledges that this Agreement is Non-Exclusive and all EGS Hotel Agreements with Right of Entry submitted to NACE and EGS for acceptance will be accepted on a first come first served basis. Acceptance will be determined by NACE and EGS at their sole discretion.
- 2.3 **Exclusivity.** SERVICE CONTRACTOR hereby agrees that from the Execution Date until the expiration of the Term, neither SERVICE CONTRACTOR nor any of its affiliates, shall directly or indirectly offer, sell or solicit sales of, take orders for, or provide or install equipment for, any channel guide other than the E-Guide Services Inc. through NACE for delivery and receipt at any type of Property.

3. SALE OF PRODUCT BY SERVICE CONTRACTOR

- 3.1 **Customer Orders.** SERVICE CONTRACTOR shall submit Customer orders for the Products to NACE in writing, by mail or facsimile, which shall set forth: (1) An identification of the Product ordered; (2) number of rooms; (3) requested delivery dates; (4) shipping instructions and ship to addresses in the Territory; and (5) authorized signatures on Rights of Entry and Sales Contracts in the form of Exhibit C attached hereto.
- 3.2 **Acceptance of Orders.** All Customer orders received are subject to final acceptance by NACE and EGS.

3.3 Forecasts. On the first day of each month while this Agreement is in effect, SERVICE CONTRACTOR will provide NACE with a forecast indicating SERVICE CONTRACTOR's anticipated sales during said month and each of the two succeeding months.

4. COMPENSATION

4.1 Compensation. The parties agree to make payments in accordance with the payment schedule set forth in Exhibit A attached hereto. Compensation is subject to change without notice by NACE.

4.2 Offset. SERVICE CONTRACTOR acknowledges and agrees that NACE ("North American Cable Equipment, Inc.") shall have the right to offset any money due to North American Cable Equipment, Inc. from SERVICE CONTRACTOR for any reason against any Commission (commissions or other fees) or other money otherwise due to SERVICE CONTRACTOR from North American Cable Equipment, Inc.

5. EQUIPMENT and TRAINING

5.1 Equipment, Installation and Maintenance.

SERVICE CONTRACTOR will be responsible for the marketing, promotion, distributing, installation of the Product, activation of the Product, and maintain of the Product for End User at various Properties.

SERVICE CONTRACTOR will also be responsible for installation of Server provided by EGS through NACE for the Property. Servers will be shipped direct to SERVICE CONTRACTOR or the Property for installation and activation.

Service: SERVICE CONTRACTOR must respond to all service requests at the property within 24 hours of notification to SERVICE CONTRACTOR by NACE, the property, or E-Guide Services, Inc.

Server. In the event that Server goes bad, EGS will ship a new Server overnight at EGS's expense to the property. SERVICE CONTRACTOR at its expense will install the new Server ship the bad Server back to EGS at EGS's expense. The Parties agree that this procedure may be modified after signing of Agreement. The Equipment may be sent direct to the Property from the Manufacturer for installation.

Channel Line up Change. Any change in programming line up, other than an addition of channels, will incur a (five hundred dollar) \$500 channel line up change charge.

5.2 Training

To ensure proper system installation and maintenance SERVICE CONTRACTOR is to complete all appropriate training for DSPI-1.X certification and produce documentation demonstrating such training was successfully completed.

6. SERVICE MARKS; COPYRIGHT

6.1 Servicemarks and Trade Marks. EGS through NACE grants SERVICE CONTRACTOR a non-exclusive and non-transferable right during the term of this Agreement to use the EGS service marks, trademarks and such other marks used by EGS in connection with Products (collectively, the "EGS Marks") solely for the sale, promotion, and advertising. SERVICE CONTRACTOR will acquire no right, title or interest in such EGS Marks, and SERVICE

CONTRACTOR may not use any EGS Marks without EGS and NACE's prior written consent. SERVICE CONTRACTOR's use of said trademarks, and all good will generated thereby, shall inure to the benefit of EGS. SERVICE CONTRACTOR hereby waives all rights to any servicemarks, trademarks, trade names and logo types created by EGS and agrees it may not adopt, use or register any words, phrases or symbols that are identical or similar to any of the EGS Marks. Upon expiration or termination of this Agreement, or upon NACE or EGS 's request, SERVICE CONTRACTOR will immediately stop using EGS Marks. SERVICE CONTRACTOR shall not remove, cover or obliterate any of the EGS Marks or other markings or information placed on Products as supplied by EGS which are required to be there by applicable laws; provided, SERVICE CONTRACTOR may, at its expense, replace such markings to information so as to comply with such laws. SERVICE CONTRACTOR shall defend, indemnify and hold NACE and EGS free and harmless from and against any and all claims, actions, liabilities, judgments, settlements and costs (including attorneys' fees) arising from or in connection with the re-sale of Products by SERVICE CONTRACTOR.

6.2 Copyright Notice. SERVICE CONTRACTOR agrees not to remove, alter, cover or obfuscate any copyright notice or other proprietary rights notice placed in or on the Product or Products without prior written consent of EGS and NACE.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall have a term commencing on the effective date written on the first page of this Agreement and shall continue for an initial period of two (2) years. Thereafter, this Agreement shall be automatically renewed for an additional period of one (1) year, unless either party gives the other party prior written notice of its intention not to renew this Agreement with or without cause.

7.2 Rights and Obligations on Termination. Expiration or termination of this Agreement shall not release either party from the obligation to pay all amounts then due and payable.

8. CALL CENTER.

Call Center. NACE shall provide a nationwide toll free Call Center to Customers for technical problems. The Call Center will contact the SERVICE CONTRACTOR to resolve all problems with the equipment. NACE will notify SERVICE CONTRACTOR and EGS of the problem with a follow-up notification that the problem has been resolved.

9. MARKETING OBLIGATIONS.

SERVICE CONTRACTOR agrees to market, promote, contract, install and activate the Product.

10. NON-DISCLOSURE; NON-COMPETE.

NACE and SERVICE CONTRACTOR agree to the additional terms and conditions regarding Confidential Information in accordance with EXHIBIT B of this Agreement, as if fully rewritten herein. Upon termination of this Agreement, the parties shall return or destroy or otherwise agree to the disposition of all Confidential Information.

11. IDEMNIFICATION.

SERVICE CONTRACTOR shall indemnify and hold EGS and NACE harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claim or action brought against EGS and / or NACE that may arise from the unlicensed,

improper or unauthorized manufacture or replication of the Products, including claims based on representations, warranties, or misrepresentations made by SERVICE CONTRACTOR, or any other improper or unauthorized act or failure to act on the part of SERVICE CONTRACTOR, or any action brought against EGS and / or NACE for actual or alleged infringement of any US patent arising from or related to the manufacture, packaging or distribution of the Products.

12. APPLICABLE LAW; JURISDICTION; VENUE AND CONSTRUCTION.

This Agreement and Equipment Schedule(s) shall be governed by, and construed in accordance with, the laws of the state of Pennsylvania, without regard to principles of conflicts of law. NACE and SERVICE CONTRACTOR hereby consent to jurisdiction and venue in any state of federal court in the state of Pennsylvania and hereby waive any objections that jurisdiction or venue in any such court in not proper. Each party acknowledges that it has had the opportunity to consult with legal counsel in the preparation and review of this Agreement. The parties therefore stipulate that the rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement to favor any party against the other.

13. ARBITRATION; DISPUTE; RESOLUTION AND VENUE.

In the event of any dispute or disagreement between SERVICE CONTRACTOR and NACE as to the interpretation of any provision of this Agreement (or the performance of obligations hereunder), the matter, upon written request of either Party, shall be referred to representatives of the Parties for decision. The representatives shall promptly meet in a good faith effort to resolve the dispute. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to them, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in West Goshen Township, Pennsylvania. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by SERVICE CONTRACTOR and NACE and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the fees and expenses of attorneys, accountants and other experts) to the prevailing party. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. SERVICE CONTRACTOR and NACE shall instruct the arbitrator to render his award within thirty (30) days following the conclusion of the arbitration hearing. The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this Section and without prejudice to the above procedures, either Party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law.

14. EFFECT OF WAVIER.

No delay or omission to exercise any right or remedy accruing to NACE or any Assignee upon any breach or default of SERVICE CONTRACTOR will impair any such right or remedy or be

constructed to be a breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval on the part of NACE or any Assignee of any breach or default under this Agreement, any Equipment Schedule or any Maintenance Agreement of any provision or condition hereof or thereof, must be in writing specifically set forth.

15. FORCE MAJEURE.

NACE shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over NACE, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; acts of terrorism, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

16. GENERAL PROVISIONS.

16.1 Assignment. This Agreement may be assigned by NACE, to any parent company, subsidiary, or other entity under common control, without the consent of SERVICE CONTRACTOR. SERVICE CONTRACTOR may assign this Agreement in connection with a sale of substantially all of its assets upon notice to NACE but may not otherwise assign this Agreement or delegate its duties hereunder

16.2 Notices. Any notice required or permitted to be given by the provisions hereof must be in writing and will be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated below (or at such other address as such party specifies to the other party in writing) or, if sent by registered or certified U.S. mail, on the fifth business day after the day on which mailed, addressed to such party at such address:

If to NACE: North American Cable Equipment, Inc.
1085 Andrew Drive
Suite A
West Chester, PA 19380
Attn: EGS Dept.

If to SERVICE CONTRACTOR: _____

16.3 Relationship of the Parties. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have the right, power, or authority to act or to create any obligations, express or implied, on behalf of the other.

16.4 Survival of Certain Provisions. The indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

16.5 Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

16.6 All Amendments in Writing. No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

16.7 Signatures; Fax Transmission. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A fax transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

16.8 Consent. Anytime a written consent or written approval is required by this Agreement, such written consent or written approval shall not be unreasonably withheld.

17. INSTALLER OF RECORD.

SERVICE CONTRACTOR hereby agrees to be NACE's installer; however, NACE shall be installer of record for EGS for all contracted Properties by SERVICE CONTRACTOR and/or SERVICE CONTRACTORS representative under this agreement.

18. ENTIRE AGREEMENT.

The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SERVICE CONTRACTOR:

North American Cable Equipment, Inc.

By: _____

By: _____

Print Name: _____

Print Name: Aaron Starr

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT "A"

1. COMPENSATION

- 1.1** SERVICE CONTRACTOR shall receive compensation on a per Contracted, Installed and Activated Room per month basis of Seventy-Five cents (\$0.75). Such compensation shall be paid from the sale of advertising aired on the *E-GuideTV* Custom Channel at those hotels which SERVICE CONTRACTOR Contracts, Installs and Activates the *E-GuideTV* Custom Channel.
- 1.2** SERVICE CONTRACTOR shall not be separately compensated other than compensation defined in 1.1 and 1.6 of this Exhibit.
- 1.3** The right of SERVICE CONTRACTOR to receive compensation shall not commence until the following:
- (a) Equipment installation is completed
 - (b) Service is activated
 - (c) Executed acceptance form is delivered by SERVICE CONTRACTOR to NACE and approved by E-Guide Services, Inc. ("EGS")
 - (d) 5,000 hotel rooms (cumulative from all SERVICE CONTRACTORS' sales) which are under contract in each approved DMA identified below in 1.5 of this Exhibit, and
 - (e) E-Guide Services, Inc. realizes paid advertising through the above minimum 5,000 rooms in that DMA
 - (f) SERVICE CONTRACTOR must continue to service the hotel through agreement term in order to be eligible for compensation detailed in 1.1.
- 1.4** Recurring monthly commissions for each property will begin to be distributed as each DMA threshold is met and advertising revenues are received. Advertising revenues will be distributed to the SERVICE CONTRACTOR only from *E-GuideTV* properties the SERVICE CONTRACTOR has contracted, installed and activated within the DMAs listed below and advertising revenues are received by NACE from EGS for those properties.
- 1.5** The approved DMAs are:
- New York
 - Los Angeles
 - Chicago
 - Philadelphia
 - Dallas-Ft. Worth
 - San Francisco
 - Boston
 - Atlanta
 - Washington, D.C.
 - Houston
 - Detroit
 - Phoenix
 - Tampa-St. Petersburg
 - Seattle-Tacoma

Minneapolis-St. Paul
Miami-Ft. Lauderdale
Cleveland-Akron
Denver
Orlando-Daytona
Sacramento

- 1.6** NACE will pay the Service Contractor a one-time activation and installation fee of **\$500.00** for each approved hotel property for which the SERVICE CONTRACTOR has contracted, installed and activated the *E-GuideTV* service. This installation and activation fee will be a “Draw” against the Service Contractor’s future recurring monthly commissions.

For example, Service Contractor installs and activates *E-GuideTV* in a 200 room hotel that will generate recurring monthly commissions of \$150 (200 room property x \$0.75 per room = \$150.00 per month commission). Upon each property installation and activation, Service Contractor will receive a \$500 installation and activation fee (“Draw”) from NACE. Once advertising revenues are generated, the recurring monthly commission payments will begin. The original property installation and activation “Draw” will be deducted from the future recurring monthly commission payments until fully paid (a 200 room property will take 3.3 months - \$500 Draw/ \$150 recurring monthly commissions = 3.3 months).

This one-time activation and installation fee will be in effect beginning March 1, 2008 and only applies for the first 100 approved properties aggregated from all participating Service Contractors among the following four DMAs:

Las Vegas, NV
Los Angeles, CA
Orlando, FL
Dallas-Ft. Worth, TX

- 1.7** All payments to SERVICE CONTRACTOR will be made quarterly in arrears by the quarter by NACE after NACE is paid by EGS, by company check, US Mail to the address as it appears in Section 16.2.
- 1.8** SERVICE CONTRACTOR acknowledges and agrees that North American Cable Equipment, Inc. shall have the right to offset any money due to North American Cable Equipment, Inc. from SERVICE CONTRACTOR for any reason against any Commission (commissions or other fees) or other money otherwise due to SERVICE CONTRACTOR from North American Cable Equipment, Inc.
- 1.9** NACE has the right to reduce, or discontinue, SERVICE CONTRACTOR’S monthly compensation for not maintaining or servicing E-Guide Services, Inc. properties when requested or needed.
- 2.0** NACE has the right to reduce, or discontinue, SERVICE CONTRACTOR’S monthly compensation should E-Guide Services, Inc. reduce, or discontinue payments to NACE.
- 2.1** Compensation is subject to change, or cease, without notice

EXHIBIT "B"

Mutual Non-Disclosure / Non – Circumvention Agreement

This Non-Disclosure Agreement ("Agreement") is entered into as of the date last written below by _____ (SERVICE CONTRACTOR) and North American Cable Equipment, Inc., ("NACE") a Pennsylvania Corporation, with a principal place of business at 1085 Andrew Drive, Suite A, West Chester, PA, 19380.

1. DEFINITION. "Confidential Information" means the terms and conditions of this Agreement, the existence of the discussions between the parties, and the information described in Section 2 below concerning the Purpose described in Section 3 below, including, but not limited to, information regarding each party's product plans, product designs, product costs, product prices, finances, marketing plans, business opportunities, personnel, research and development activities, technical information, computer code, software, financial information, projections, know-how and pre-release products of the disclosing party ("Disclosing Party") relating to the Purpose and disclosed to the Authorized Representatives (as defined below) of the receiving party ("Receiving Party") in written or other tangible form. Confidential Information shall also include such information disclosed orally to such Authorized Representatives only if it is: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) identified by the Disclosing Party in writing as confidential within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by SERVICE CONTRACTOR or agent of the Disclosing Party identified as an Authorized Representative is subject to this Agreement.

2. DESCRIPTION. The Confidential Information to be disclosed under this Agreement is described as follows: NACE's business strategy of providing television guides to hotels and multi occupant buildings and related advertising, programming, product sales and services (the "Business").

3. PURPOSE. Confidential Information relates to the purpose ("Purpose") of the formation of a contractual relationship SERVICE CONTRACTOR relationship between the parties.

4. Non-Circumvention (for NACE). This Agreement is specifically intended to protect NACE's unique business strategy, proprietary interests and business contacts. NACE would not enter into a distribution agreement with SERVICE CONTRACTOR without this Mutual Non Disclosure / Non-Circumvent Agreement.

5. This Agreement prohibits SERVICE CONTRACTOR from directly contacting clients, vendors to the hospitality and lodging industry and multi dwelling units (MDU) or private cable operators (PCO) funding sources, or customers disclosed by NACE to SERVICE CONTRACTOR without NACE's prior written consent and only to carry out the agreements of the parties. SERVICE CONTRACTOR may not at any time circumvent NACE by using information gained from NACE for it's own benefit or engaging in the Business other than in cooperation with NACE.

In the case that SERVICE CONTRACTOR engages in actions in breach of this Agreement for its benefit of SERVICE CONTRACTOR, NACE will be entitled to receive as damages the whole amount of the benefit that was realized by SERVICE CONTRACTOR. NACE will also be entitled to full reimbursement from SERVICE CONTRACTOR for reasonable legal fees and costs incurred by NACE in enforcing this Agreement..

6. CONFIDENTIALITY. Except as contemplated herein, a Receiving Party shall not disclose the Confidential Information disclosed to it pursuant to the terms hereof and shall protect the confidentiality of such information by using at least the same degree of care, but no less than a reasonable degree of care as such Receiving Party uses to protect its own Confidential Information of a like nature. Neither party is obligated to disclose any Confidential Information. Any disclosure of Confidential Information hereunder is at the Disclosing Party's sole discretion. In the event that Confidential Information is disclosed by a

Disclosing Party to a Receiving Party pursuant to the terms hereof, the Receiving Party shall not disclose the Confidential Information to any third party other than employees and contractors of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party shall have entered into nondisclosure agreements with such employees and contractors having obligations of confidentiality as strict as those herein, or have advised such employees or contractors of their obligations hereunder, prior to disclosure to such employees and contractors to assure against unauthorized use or disclosure.

7. EXCEPTIONS TO CONFIDENTIAL INFORMATION. The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement or other confidentiality obligations; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) is disclosed to a person other than an Authorized Representative; and/or (vii) is transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Confidential Information. Further, the Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party: (a) prior written notice of such obligations; and (b) the reasonable opportunity to oppose such disclosure or obtain a protective order.

8. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon written demand by the Disclosing Party, the Receiving Party shall: (i) return or destroy the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) business days; and (ii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. Either party shall be entitled to retain such information as is necessary for compliance with document retention requirements of federal, state or local laws, rules and regulations.

9. INDEPENDENT DEVELOPMENT AND RESIDUALS. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to develop independently or acquire products without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, or evaluating investments in or transactions with companies that have information that is similar to the Confidential Information. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development. Further, subject to Section 8, the residuals resulting from access to or work with such Confidential Information shall not be subject to the confidentiality obligations contained in this Agreement. The term "residuals" means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained herein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

10. NO LICENSES. Each party shall retain all right, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such party is either granted or implied by the disclosure of Confidential Information.

11. DISCLAIMER. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. None of the Confidential Information

disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

12. EXPORT. The parties acknowledge that the Confidential Information disclosed by each of them under this Agreement may be subject to export controls under the laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other party without first obtaining all required United States authorization or licenses. Without limiting the foregoing, to the extent that the laws and regulations of the United States regarding export restrictions (including, without limitation, the International Traffic in Arms Regulations, 22 CFR 120-130 (“ITAR”)) (collectively, “U.S. Export Laws”) apply to any Confidential Information provided by NACE, the Receiving Party agrees to handle such Confidential Information in compliance with U.S. Export Laws and refrain from disclosing, transferring or otherwise exporting (as defined in ITAR Sec. 120.17) such Confidential Information to any foreign individual (including employees of such Receiving Party, foreign corporation or other foreign person (as defined in ITAR Sec. 120.16) without first complying with such U.S. Export Laws.

13. TERM. This Agreement shall continue from the date last written below until terminated by either party by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the obligations of the Receiving Party concerning confidentiality shall terminate seven (7) years following receipt of the Confidential Information.

14. NO PROPRIETARY INFORMATION. NACE represents and warrants that (i) the information disclosed to NACE pursuant to this Agreement or otherwise is not the proprietary information of any third party and (ii) that the disclosure of such information to NACE does not violate any nondisclosure, non use, employment, fiduciary or other obligation of NACE or any of its principals, employees, stockholders or SERVICE CONTRACTOR to any third party.

15. GENERAL. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may be appropriate to protect such Confidential Information. The Receiving Party shall not reverse-engineer, decompile, or disassemble any intellectual property disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party. The parties hereto are independent contractors. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable, except to wholly owned subsidiaries of either party. If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect. This Agreement may be modified only by a writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Nevada without regard to the principles of conflict of laws thereof. This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto. This Agreement does not create any legally binding obligations on the parties to enter into any transaction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

North American Cable Equipment, Inc.

SERVICE CONTRACTOR:

By: _____

By: _____

Name: Aaron Starr

Name: _____

Position: President

Position: _____

Website Address: _____

Date: _____

Date: _____