

ABC Group	Electronic Data Interchange Agreement	ID: QSPF-EDI-002
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THIS ELECTRONIC DATA INTERCHANGE AGREEMENT ("the Agreement") is made as of _____, 20____, by and between ABC Group Inc. ("ABC Group"), an Ontario corporation with offices at 2 Norelco Drive, Toronto, ON, M9L 2X6 and on behalf of its affiliated, subsidiary and related companies (collectively "ABC") and the Supplier whose name, address and province/state of incorporation are listed on Item 1 of Appendix A ("SUPPLIER").

ABC and SUPPLIER desire to facilitate purchase and sale transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of electronic technology.

NOW THEREFORE, the parties agree as follows:

Section 1. Prerequisites

1.1. Documents; Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed on Item 2 of Appendix A (collectively "Documents"). No Documents are authorized for use between ABC and SUPPLIER except those listed on Item 2 of Appendix A. The sending party assumes all miscommunication risk arising out of the transmission of data that is not a Document and the receiving party has no responsibility with respect thereto. All Documents shall be transmitted in accordance with the standards set forth on Item 3 of Appendix A.

1.2 Third Party Service Providers

1.2.1 Documents will be transmitted electronically to each party either, as specified on Item 4 of Appendix A, directly or through any third party service provider ("Provider") with which either party may contract. Either party may notify its election to use, not use or change a Provider upon 5 days prior written notice.

1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts.

1.2.3. Each party shall be liable for the acts of omissions of its Provider while transmitting, receiving, storing, or handling Documents, or performing related activities, for such party so long as the Provider is acting within the scope of its authority; provided, that if both the parties use the same Provider to effect the transmission and receipt of a Document, the originating Party shall be liable for the acts or omissions of such Provider as to such document.

1.3. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.4. Security Procedures. Each party shall, using its commercially reasonable efforts, develop and implement security procedures that are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

1.5. Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party, and shall keep the Signatures in strict confidence. Each party shall be responsible for all damages incurred as a result of any unauthorized disclosure of the Signatures.

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Section 2. Transmissions

2.1. Proper Receipt. Documents shall not be deemed not to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated on Item 5 of Appendix A.

2.2. Verification. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgement in return, unless otherwise specified on Appendix A. A functional acknowledgement shall constitute conclusive evidence a Document has been properly received. When a functional acknowledgement indicates errors in the Document that cause the receiving party to reject it, the sending party shall promptly retransmit such Document and, at the request of the receiving party, use a method of non-EDI transmission which is timely, reasonable, and appropriate under the circumstances.

2.3. Acceptance If acceptance of a Document is required by Item 2 of Appendix A, any such Document which has been properly received shall not give rise to any obligation unless and until (i) the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in Item 2 of Appendix A) or (ii) in the event of offers to purchase goods by ABC, SUPPLIER ships the goods called for in ABC's offer.

2.4. Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Documents shall control, only if the originating party has properly received an Acceptance Document.

2.5. Alternative Method of Communication. In the event of a failure of the electronic data interchange ("EDI") system under circumstances which would indicate to the sending party that the addressee did not receive a transmission, the sending party using a method of non-EDI transmission which is timely, reasonable and appropriate under the circumstances.

Section 3. Transaction Terms

3.1. Terms and Conditions. SUPPLIER acknowledges receipt of ABC's blanket purchase order, which contains terms and conditions of purchase. Such terms and conditions are incorporated into and made a part of all purchase orders issued by ABC hereunder, by reference, and SUPPLIER agrees that it is bound by those terms and conditions, and that any terms or conditions that contradict or supplement those on ABC's blanket purchase order are null and void.

3.2. Confidentiality Information contained in any Document or otherwise exchanged between the parties shall be considered confidential, unless specified by a separate written agreement between the parties.

3.3. Validity; Enforceability

3.3.1. This agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations pursuant to the electronic transmission and receipt of Documents.

3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing". Any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be considered (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

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3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, will evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement and any Transaction.

3.3.4. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are required to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in paper-based form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule nor the best evidence rule on the basis that the Signed Documents were not originated or maintained in written form.

Section 4. Miscellaneous

4.1. Termination. This Agreement shall remain in effect until terminated by either party with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided; however, that any termination shall not affect the respective obligations or rights of the parties under any Documents or otherwise under this Agreement prior to the effective date of termination, and provided further, however, in the event of a breach or default by either party, the non-defaulting party may terminate for cause upon 3 days prior written notice to the defaulting company.

4.2. Severability. Any provision of this Agreement, which is determined to be invalid or unenforceable, will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3. Entire Agreement. This Agreement (including its appendices) constitutes the complete agreement of the parties relating to the matters specified herein and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement does not obligate either party to enter into any Transaction.

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

APPENDIX A

1.) a. Name and Address of Supplier:

b. Province / State of Incorporation:

2.) **Documents:**

Transaction Set No.	Document Name or Description	Version Release	Verification Required (Yes or No)	Acceptance Required (Yes or No)	Transaction Set No.	Document Name or Description
830	Schedule	004010	Yes	Yes	997	ACKN
856	ASN	004010	Yes	Yes		

3.) **Standards:**

Electronic Data Interchange standards developed by the American National Standards Institute and adapted by the Automotive Industry Action Group, Rev. April 1989, as such standards may be revised from time to time. In the event of any conflict between the foregoing standards and the provisions of this agreement, this agreement will govern.

4.) **Third Party Service Providers:**

(If the parties will be transmitting Documents directly, insert "NONE".)

	Name of VAN	Address	Telephone Number
ABC Group Inc.	COVISINT	One Campus Martius Detroit, Michigan 48226	(866) 273-5038
Supplier			

5.) **Receipt Computer:**

ABC Group Inc.: Invis Trusted Links/AS400

Supplier: _____

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Dated _____

ABC Group Inc.

Name of Supplier

By: _____

By: _____

Name: Robert Kunihiro

Name: _____
(please print)

Title: Co-Managing Director

Title: _____