

NON-DISCLOSURE AGREEMENT

We will never share or disclose any of your confidential information outside of our business parameters.

AGREEMENT

1. CONFIDENTIAL INFORMATION. "Confidential Information" shall mean all technical, operational, design, business, or other information or matter disclosed to or otherwise obtained by the Recipient in connection with the Relationship (whether disclosed or obtained orally, by demonstration or otherwise), including but not limited to any and all technical or functional specifications, disclosures, designs, inventions, unpublished patent applications, provisional patent applications, or drafts thereof, trade secrets, or other proprietary business or technical information or materials, which by its nature is clearly confidential whether or not that information provides an advantage over the Discloser's competitors in the marketplace or is marked or designated as confidential or proprietary.

2. NOT CONFIDENTIAL INFORMATION. Confidential Information shall not include:

- A. Information which is known to Recipient prior to the disclosure of same to Recipient;
- B. Information which is or has become publicly known otherwise than as a result of a breach of this agreement;
- C. Information which is lawfully received from an independent third party without any restriction and without any obligation of confidentiality;
- D. Information which is independently developed by the Recipient without access to or knowledge or use of such disclosed or obtained information;

3. RECIPIENT'S DUTIES. The Recipient acknowledges that the Confidential Information includes commercial assets of considerable value to Discloser, and the Recipient undertakes:

- a. to treat all the Confidential Information as confidential;
- b. not without Discloser's prior written consent in each case to communicate or disclose any part of the Confidential Information to any person except:
 - i. those employees of the Recipient on a need to know basis who are directly concerned with the Relationship and who are under obligations of confidentiality to the Recipient;
 - ii. the Recipient's auditors and professional advisors and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Recipient;
 - iii. where the Recipient is ordered by a court of competent jurisdiction to do so or there is a statutory obligation to do so, provided that the Recipient shall first notify Discloser in writing before any disclosure under such order or obligation is made, and where such notification is provided in sufficient time in advance to give Discloser a reasonable time and opportunity to object to such disclosure;
 - iv. to third parties engaged by the Recipient who are directly concerned with the Relationship and who have been expressly authorized in writing by Discloser to receive the Confidential Information prior to disclosure.
- c. to ensure that all persons and bodies mentioned in paragraph b. above are made aware, prior to the disclosure of the Confidential Information, of the confidential nature thereof, that they owe a duty of confidence to Discloser and agree to hold the Confidential

Information in confidence and to use all reasonable endeavors to ensure that such persons and bodies comply with such obligations;

- d. not to use the Confidential Information for any purposes other than the Relationship;
- e. to effect and maintain adequate security measures to safeguard the Confidential Information from unauthorized access, use and/or misappropriation, where such measures rise at the very least to the levels adhered to by Recipient for Recipient's own Confidential Information, but no less than a reasonable degree of care;
- f. to notify Discloser promptly in writing of any unauthorized use, copying or disclosure of the Confidential Information of which the Recipient becomes aware and to provide all reasonable assistance to Discloser to terminate such unauthorized use and/or disclosure.

4. TERM. This Agreement pertains only to the Confidential Information that is disclosed during the term of the Relationship. The Recipient shall maintain the information in confidence in accordance with the terms of this Agreement notwithstanding any termination of the Agreement or the Relationship for a period of three years from the date the Confidential Information is disclosed to Recipient.

5. NO LICENSE OR OTHER RIGHT. Nothing contained in this Agreement shall be construed as granting to or conferring on the Recipient any rights by license or otherwise, expressly or impliedly, in Discloser's intellectual property or the Confidential Information. All material provided by Discloser which contains the Confidential Information shall be and remain the property of Discloser and shall not be reproduced in whole or part without Discloser's express written consent save to the extent necessary for the fulfillment of the Relationship.

6. RETURN OF CONFIDENTIAL INFORMATION. On receipt of a written request from Discloser, the Recipient shall promptly make available to Discloser or destroy (at Discloser's option) all materials supplied by Discloser incorporating any Confidential Information, including all copies thereof, and destroy or erase any Confidential Information contained in any materials prepared by or on behalf of the Recipient or recorded in any memory device. CLIENT shall have 28 days to collect all such items from NMU. If CLIENT fails to collect any such items, said items shall be deemed abandoned, and NMU may dispose of or use said items in any way NMU deems fit. NMU shall have no duty to package, ship or collect such items for the benefit of CLIENT. Notwithstanding the foregoing, the Recipient may retain a single archival copy of the confidential Information which may be used solely for legal evidentiary purposes in the event of a dispute arising under this Agreement.

7. LIMITED WARRANTY AND LIABILITY. Discloser warrants that it has the right to disclose Confidential Information to Recipient. Discloser makes no other warranties with respect to Confidential Information, and such Confidential Information is provided "AS IS" without warranty of any kind. Neither Party shall have any liability whatsoever resulting from the disclosure, use, or receipt of the Confidential Information.

8. ENTIRE AGREEMENT and SEVERABILITY. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement signed by both parties. If any part of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of the Agreement shall not be affected.

9. ASSIGNMENT. This Agreement shall be binding upon the Parties, their successors, and assignors. Neither Party shall assign this Agreement nor any Confidential Information without the other Party's prior written consent. Any attempted assignment without the prior written consent of the other party shall be deemed void.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its laws regarding conflict of laws, and any dispute arising hereunder shall be heard in the State of Michigan.