

RECIPROCAL NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is made as of _____, 20_____, between AVASURE, LLC, a Michigan limited liability company, located at 5801 Safety Dr. NE, Belmont, MI 49306, and _____, a _____, located at _____, (both such parties, together with their respective subsidiaries, divisions, operations and affiliates, individually as a “*Party*” and collectively as the “*Parties*”).

BACKGROUND

The Parties possess certain proprietary technical, process, operational, business, financial and other trade secret information and know-how and sample materials relating to their respective businesses which is considered by them to be secret and/or valuable proprietary information (collectively, the “*Information*”).

The Parties are interested in investigating a business relationship with each other and understand that in order for either Party to evaluate the potential for such a relationship, both Parties will need to provide each other with the opportunity to review the Information and both Parties have disclosed and are willing to further disclose to each other the Information under the conditions set forth in this Agreement.

In the event that the Parties agree to enter into a continuing business relationship, they desire to prescribe the terms relating to ongoing exchanges of Information between them as a result thereof.

NOW THEREFORE, as an inducement to each other to furnish the Information and in consideration of the mutual promises contained herein or in any agreement describing the nature of any business or other cooperative agreement between them, the Parties agree as follows:

TERMS AND CONDITIONS

1. CONFIDENTIAL TREATMENT. All Information disclosed by the disclosing party in written form or orally to the receiving party shall be deemed confidential and proprietary business information. Subject to the remaining provisions of this Agreement, each Party shall hold such Information received from the other in strict confidence and not disclose the same to any person or entity without the prior written consent of the disclosing Party, which consent may be withheld in the disclosing Party’s sole and absolute discretion.

2. AVAILABILITY OF INFORMATION. All Information furnished to the other Party or at its request, whether oral or in writing, whether in tangible, intangible or electronic format, will be made available only to those persons within the other Party’s organization (it being understood that such persons shall be informed by the appropriate Party of the confidential nature of the Information and such Party shall cause such persons to treat the Information confidentially) who, based on their positions, have a need to know the Information in order to assist in their

evaluation or participate in any ongoing business or other cooperative relationship between the Parties.

3 HANDLING OF INFORMATION. Neither Party may make any copies of the other Party's Information (whether in tangible, intangible or electronic format) except to the extent required in connection with its evaluation. Neither Party may (a) use the Information for any commercial purpose or gain or for any non-commercial purpose other than the evaluation thereof or (b) reverse engineer any of the Information.

4 STANDARD OF CARE. Each Party will treat the other Party's Information with the same care as it treats its own Information and will not (a) disclose any of the Information to third parties or use any of the Information for its own benefit, (b) disclose to third parties that it is contemplating a possible transaction with the other Party, (c) disclose the existence, nature or terms of any business or other ongoing relationship between the Parties, or (d) use any Information (or any evaluation thereof) in any way which might be detrimental to the other Party; provided, however, that either Party may make such disclosures or use such Information if it has received the written opinion of outside independent legal counsel (a copy of which is furnished simultaneously to the other Party not less than ten days prior to any proposed disclosure), that such disclosure or use must be made in order that such Party does not commit a violation of law or regulation.

5 PERMITTED DISCLOSURE. The Parties agree that the restrictions on disclosure set out in this Agreement shall not apply to the use or disclosure by either Party of any Information which (a) either Party's employees shall deem necessary for the purpose of evaluating the other Party and its technologies and processes, (b) was already known to the Party at the time of its disclosure by or on behalf of the other Party, (c) at the time of disclosure was generally available to the public, (d) subsequent to such disclosure becomes generally available to either Party through no fault of the receiving Party or its advisors, or (e) otherwise becomes known to either Party on a non-confidential basis from another source not bound by a confidentiality agreement with either Party.

6 COMPELLED DISCLOSURE. In the event that either Party is ordered by a court of competent jurisdiction or is compelled by subpoena to disclose any Information to a third party, such Party shall give the other Party prompt notice of such order or subpoena, together with a copy thereof, so that the other Party may seek an appropriate protective order. If, in the absence of a protective order, either Party is nonetheless compelled to disclose all or some portion of the Information, such Party may disclose that Information without liability hereunder; provided, however, that the disclosing Party gives the other Party written notice of the Information to be disclosed as far in advance of its disclosure as is practicable and the disclosing Party uses its best efforts to obtain assurances that confidential treatment will be accorded to such Information.

7 RETURN OF INFORMATION. Upon the request of the disclosing Party, the receiving Party will return to the disclosing Party all written Information, as well as any copies thereof, and will promptly destroy all memoranda, notes and other records prepared by the disclosing Party on the receiving Party's behalf based upon the Information (whether in tangible, intangible or electronic form) except that the disclosing Party may retain one copy of such

Information for archival purposes, which copy shall be subject to obligations set forth herein. The receiving Party shall also provide the disclosing Party with a certificate of an appropriate officer of the receiving Party to the effect that the receiving Party has fully complied with the requirements of this Section. The receiving Party will not make any copies of the Information except to the extent required in connection with the receiving Party's evaluation or any resultant ongoing business or other cooperative relationship between the Parties, and in order for the Receiving Party to retain one archival copy. All of the provisions of this Agreement shall survive the return of the Information to the disclosing Party.

8. INJUNCTIVE RELIEF. Both Parties acknowledge that the Information is both highly confidential and has been developed by them with substantial effort and at substantial cost, and, therefore, has value to the Parties; and that the breach of any of the provisions of this Agreement could cause either Party irreparable injury for which no adequate remedy at law exists. Accordingly, either Party shall have the right, in addition to any other rights such Party may have, and by executing this Agreement it hereby consents, to the entry in any court having jurisdiction of a temporary or permanent restraining order or injunction restraining or enjoining the other Party from any violation of this Agreement. Both Parties further agree to waive, and to use their best efforts to cause their directors, officers, employees and agents to waive, any requirement for the securing or posting of any bond in connection with such remedy.

9. TERM. The term of this Agreement and the obligations of the Parties hereunder shall commence on the date hereof and continue until the latter to occur of the date five years after the date of this Agreement or the date upon which the Parties terminate any documented business or cooperative relationship between them.

10. SCOPE OF AGREEMENT. This Agreement does not constitute or create (a) any obligation of either Party to provide any Information to the other, or (b) a joint venture, partnership or other cooperative relationship between the Parties, but merely defines the rights, duties and obligations of the Parties with respect to the Information to the extent it may be disclosed or made available.

11. NON-SOLICITATION. Each Party agrees that, for a period of 12 months from the date of this Agreement, it will not recruit or hire, or assist others in recruiting or hiring, any person who is an officer, employee or consultant of the other Party, except upon such Party's prior written consent.

12. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any circumstances shall, to any extent and for any reason, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and shall be construed as if such invalid or unenforceable term or provision had never been contained herein, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

13. NOTICES. Any notice required or permitted hereunder shall be given in writing and delivered (a) personally, (b) by express courier, or (c) by telex, facsimile or electronic mail,

followed by registered or certified mail, return receipt requested, postage prepaid, to the Party entitled thereto at the address for such Party shown in the introductory paragraph of this Agreement. Either Party may change such address by giving notice to the other of such change in the manner contemplated by this Section. The return receipt, the delivery receipt, electronic confirmation of receipt, or the affidavit of messenger will be deemed conclusive but not exclusive evidence of delivery; delivery will also be presumed at such time as delivery is refused by the addressee upon presentation.

14. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective legal representatives, successors and assigns.

15. MODIFICATION. This Agreement may not be modified by either Party except by a writing executed by both Parties.

16. JURISDICTION; SERVICE OF PROCESS. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement must be brought in the courts of the State of Michigan and any United States District Court in the State of Michigan and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either Party anywhere in the world.

17. GOVERNING LAW. This Agreement will be governed by the laws of the State of Michigan without regard to its conflicts-of-laws principles.

18. ASSIGNMENT. Neither Party hereto may assign its rights or obligations under this Agreement without the consent of the other.

19. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and incorporates all previous agreements between the Parties, whether written or oral, with respect to such subject matter; provided, however, that in the event of any conflict between this Agreement and any other agreement between the Parties documenting an ongoing business or other cooperative relationship, the latter shall control.

20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have made this Agreement effective as of the date first set forth above.

AVASURE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____