



## NON-DISCLOSURE AGREEMENT

This Agreement is entered into on by Parkstone/Seller (hereinafter referred to as "Disclosing Party") and \_\_\_\_\_ (hereinafter referred to as "Receiving Party").

Whereas, the disclosing party has a specific business opportunity which it considers valuable and confidential and wishes to share knowledge of that business opportunity with the receiving party for the sole and singular purpose that the receiving party can explore the opportunity and create a value and marketing plan for the business.

For purposes of this Agreement, "Proprietary Information" shall mean any and all information which is not generally known and which is proprietary to the disclosing party or any of its clients, consultants, licensees, licensed dealer, distributors or subsidiaries. Propriety Information includes equipment, specifications, drawings, sketches, plans, programs, techniques, business plans, customer lists, financial information, and trade secrets about the disclosing party/client and its products or services, relating to designs, formulas, developmental or experimental work, know-how, processes, computer programs, source codes, data bases, schematics, other original works of authorship, or other subject matter related to the disclosing party's research and development, engineering, purchasing, marketing, promotion, distribution and selling activities, whether now existing or after-acquired, developed or made available anytime in the future. Along with any other information originated by or otherwise peculiarly within the knowledge of the disclosing party, which is of a secret, confidential, or proprietary nature.

1. The receiving party shall not circumvent the disclosing party's relationship with any client to be named or make any attempt to contact, directly or indirectly, the Client that is the subject of the business opportunity which the disclosing party will reveal under this agreement or to make any attempt to benefit from the information learned under this agreement other than in conjunction with its relationship with the disclosing party, including but not limited to informing any other entity and/or person of this opportunity. The receiving party shall be bound by this section irrespective of whether or not it agrees to pursue the relationship contemplated by this agreement.
2. Except as required by law, and in consideration for the disclosure of Proprietary Information, the receiving party shall hold in trust and confidence, keep secret, retain in strictest confidence and prevent the unauthorized duplication, use or disclosure of, and shall not disclose to any person outside its organization or to any corporation or entity, except as permitted herein, any Proprietary Information which is disclosed (orally, in writing, or otherwise) to the receiving party by the disclosing party.
3. Proprietary Information disclosed to or obtained by a receiving party shall be used by the receiving party only to perform work relating to the specific business opportunity, unless the receiving party has been given specific prior written approval by the disclosing party for any other use of such information.
4. The receiving party shall disclose Propriety Information only to its officers, directors and full-time employees on a need-to-know basis and only if such persons are bound to protect the confidentiality of such Propriety Information consistent with the terms of this Agreement, the receiving party shall not disclose any Proprietary Information to any person or entity outside its organization or company, except, on a need-to-know basis, to its consultations and/or its member companies, who agree, in writing, to be bound by the terms of this Agreement.
5. Notwithstanding any other provision of this Agreement, Proprietary Information may be disclosed, on a need-to-know basis, to the U.S. Government or any other parties in connection with any contract.
6. All information revealed under this agreement shall be considered Proprietary Information.
7. The parties agree that neither shall knowingly deprive the other party of the benefits, rights, privileges and/or duties afforded by this agreement.
8. The receiving party shall only make such copies of the disclosing party's Proprietary Information as are necessary in carrying out is activities under this Agreement.
9. All such copies shall be promptly returned to the disclosing party upon request and no later than the time after the receiving party has finished with its investigation regarding the Proprietary Information.



10. No delay or omission by the party to this Agreement in exercising any of its rights under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party to this Agreement on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion. Any waivers shall be in writing and signed by the party waiving the right.

11. No rights or obligations other than those expressly recited are to be implied from this Agreement.

12. In the event that this Agreement is breached by any party, or in the event that the parties are unable to resolve a dispute arising hereunder; the parties agree to attempt to resolve their dispute through the mediation. Selection of a mediator shall be agreed upon by the parties or randomly selected by a mutually agreeable third party. In the unlikely event that Mediation does not yield a resolution to the dispute either party may commence litigation in the appropriate court in Ingham County, Michigan. In such case, the prevailing party shall be entitled to recover its' actual and reasonable costs and attorney's fees arising out of said breach and corresponding litigation.

13. This agreement shall in all respects be governed by the laws of the State of Michigan applicable to agreements executed and to be wholly or partly performed within said State.

14. Nothing contained herein shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail. But to application to the provision of the document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and, to the greatest extent possible, to affect the intent of the parties consistent with the remaining provisions hereof.

15. The performance required and signatures herein given by the parties are acknowledged by the parties to be freely, voluntarily, absolutely and unconditionally given without any fraud, coercion, duress or undue influence and none of the parties are acting under any misapprehension or misrepresentation as to any question of fact.

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)