



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is dated as of _____ and is between, SEEL, LLC, a Michigan corporation, including its subsidiaries, and _____, collectively referred to as the “Parties” and individually as a “Party”).

In consideration of the mutual promises and covenants contained in the Agreement, the Parties agree as follows:

1. **Confidential Information.** The Parties wish to disclose to each other certain Confidential Information (as defined below). This Agreement sets forth the terms under which Confidential Information disclosed by one Party (“Discloser”) to the other Party (“Recipient”) is to be treated.

“Confidential Information” means all information and materials disclosed by the Discloser hereunder that should reasonably be understood by the Recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Discloser, an affiliate of the Discloser or a third party, and includes, without limitation, information relating to the Discloser's business (including, without limitation, proposals, business plans, financial information, customer and prospect lists and information, personnel information and contract information), properties, methods of operation, software (including, without limitation, source code, specifications, data, works in process, alpha and beta versions, design documents and documentation), trade secrets, inventions, discoveries, know-how and other intellectual property. Confidential Information may be disclosed by Discloser to Recipient in written or other tangible form (including on magnetic or optical media) or by electronic, oral, visual or other means.
2. **Purpose.** A Recipient of Discloser's Confidential Information may use such Confidential Information only for furthering a potential business relationship between the Parties (the “Purpose”).
3. **Term.** This Agreement will remain in effect for three years following the date first listed above. The nondisclosure requirements of this Agreement will survive for a period of three years following the disclosure of the Confidential Information, except for trade secrets, which will remain subject to the nondisclosure requirements until no longer protected by law.
4. **Nondisclosure.** Recipient shall take reasonable security precautions, using at least the same degree of care used to protect its own important confidential or proprietary information, but in any case using no less than a reasonable degree of care, to keep the Confidential Information confidential. Recipient may disclose Discloser's Confidential Information only to its employees and independent contractors, including, but not limited to attorneys, accountants and consultants, and its affiliates' employees and independent contractors, who have a need to know such information to fulfill the Purpose, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement containing confidentiality provisions at least as restrictive as those set forth herein. Confidential Information shall not otherwise be disclosed to any person without the prior written consent of the Discloser. Each Party holding material insider information is prohibited from using the information to base decisions in trading stock and from providing the information to other third parties so they can use it to make trades.
5. **Exceptions.** The restrictions of this Agreement on use and disclosure of Confidential Information do not apply to information that Recipient can prove: (a) was publicly known at the time of Discloser's communication thereof to Recipient; (b) becomes publicly known through no fault of Recipient subsequent to the time of Discloser's communication thereof to Recipient; (c) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient, except that it is acknowledged that this exception does not include any information that was disclosed by Discloser to Recipient prior to the date of this Agreement; (d) is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or (e) is identified by

MUTUAL NON-DISCLOSURE AGREEMENT

Discloser in writing as no longer proprietary or confidential.

6. Legally Required Disclosure. In the event Recipient is required by law, regulation or court order to disclose any of Discloser's Confidential Information, Recipient will promptly notify Discloser in writing prior to making any such disclosure in order to facilitate Discloser seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Discloser in seeking such order or other remedy. Recipient further agrees that if Discloser is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information, which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
7. Notification. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any breach of this Agreement by Recipient, and will cooperate with Discloser in every reasonable way to assist Discloser in regaining possession of the Confidential Information and preventing its further unauthorized use.
8. Ownership and Return. All Confidential Information and all samples, models, computer programs, drawings, notes, notebooks, documents and other items and materials furnished hereunder and containing Confidential Information shall remain the sole and exclusive property of Discloser. All tangible embodiments of the foregoing (and all copies thereof) shall be returned to Discloser, and all embodiments of the foregoing (and all copies thereof) residing in any electronic or other storage device or media shall be destroyed or erased by Recipient, at its own cost and whether any of the foregoing is created or made by Recipient or others, promptly upon Discloser's request or upon the termination of this Agreement, and shall not thereafter be used or retained in any form by Recipient or any other party.
9. No Rights Granted. No licenses or rights under any patent, copyright, trademark, trade secret or other intellectual property right are granted or are to be implied by this Agreement. Neither Party is obligated under this Agreement to purchase from or to provide to the other Party any service or product, nor is either Party obligated to enter into any subsequent or superseding agreement. The terms of confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop or acquire products without use of the other Party's Confidential Information.
10. No Warranty. Discloser does not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information.
11. Export Restrictions. Recipient shall adhere to all applicable export control laws and regulations.
12. Remedies. Recipient understands and agrees that, because of the unique nature of the Confidential Information, the Discloser will suffer irreparable harm in the event that Recipient fails to comply with any of its obligations under this Agreement and monetary damages will be inadequate to compensate the Discloser for such breach. Accordingly, Recipient agrees that the Discloser shall, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.
13. Assignment. Neither Party may assign any of its rights or obligations hereunder, except to an affiliate or successor in interest, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
14. Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

MUTUAL NON-DISCLOSURE AGREEMENT

15. Choice of Law; Miscellaneous. This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes and terminates any prior such agreements with such subject matter; (b) may not be amended or in any manner modified except by an instrument signed by authorized representatives of both Parties; and (c) will be governed and construed in accordance with the laws of the State of Michigan, without regard to its principles of conflicts of laws. Due to the location of our partner “The Service Company, each Party agrees that any legal proceeding arising out of the terms of this Agreement will be commenced in the courts located in Wayne County, Michigan. Each Party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement, or the transactions contemplated hereby, in Wayne County, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum. The prevailing Party in any dispute will be entitled to recover from the losing Party its costs (including costs of collection, reasonable attorneys’ fees, and investigative fees). This provision will survive any termination, expiration, or rescission of this Agreement. Any counterpart signed by an authorized representative of a Party and delivered to the other Party by facsimile or in electronic format (e.g. PDF) shall be deemed an original counterpart and duly delivered.
16. Severance. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
17. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) one business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to: SEEL, LLC
Attn: General Counsel
7140 Fort Street
Detroit, MI 48209

If to: ENTITY _____
CONTACT NAME _____
ADDRESS _____

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice consistent with this section.

Agreed to and accepted by:

SEEL, LLC

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____