MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Net Shaped Solutions ("PCC") and **[INSERT other party's company name]** ("Company") would like to commence discussions regarding a possible business relationship between the parties ("Project"). In connection with the Project, each of the parties may disclose confidential information to the other. To further the goals of the Project through open discussions and exchanges of information, the parties agree as follows:

1. Confidential Information

a) "Confidential Information" as used herein means all information in any form that is disclosed by PCC or Company, respectively, or that is obtained by one party from the other party in connection with the Project, including but not limited to technical know-how, concepts, ideas, methods and procedures of operations, customer information, supplier information, product information or plans. "Confidential Information" does not include any information that (i) is now or becomes publicly available by lawful means and without breach of any confidentiality obligation; (ii) was known to the party receiving the information prior to the date of disclosure; or (iii) is lawfully obtained from any third party.

b) Information which is specific shall not be deemed to be within the foregoing exceptions because it is embraced by more general information in the public domain or in the possession of the receiving party. Further, any combination of information shall not be deemed to be within the foregoing exceptions merely because individual pieces of the information are in the public domain or in the possession of the receiving party, unless the combination itself and its principle of operation are in the public domain or in the possession of the receiving party.

c) Nothing in this Agreement places on either party any obligation to disclose any specific information. Each party reserves for itself the right to determine which, if any, of its confidential information it will disclose under this Agreement.

2. Nondisclosure and Nonuse

a) <u>Nonuse</u>. Confidential Information disclosed hereunder by one of the parties (hereinafter the "Disclosing Party") will not be used by the other party (hereinafter "Recipient") for any purpose other than in connection with the goals of the Project. Recipient will not copy, transmit, reproduce, summarize, quote or make any other use of Confidential Information.

b) <u>Nondisclosure</u>. Recipient will keep confidential all Confidential Information it receives from the Disclosing Party. Recipient will not disclose Confidential Information directly or indirectly to any third person (including a parent, subsidiary, affiliate or related party) without the Disclosing Party's express written consent. Each party will take all reasonable steps to protect the confidentiality of received Confidential Information, including informing its employees of the confidential nature of the information, requiring its employees to keep the said information confidential, and all steps that the Recipient uses to protect its own confidential information.

c) <u>Subpoenas</u>. If Recipient receives a subpoena calling for disclosure of Confidential Information or if Recipient is otherwise required by law to disclose Confidential Information, Recipient will immediately, before disclosure, notify the Disclosing Party and provide it with such information as may be necessary so that the Disclosing Party may take action to protect its interests.

d) <u>Delivery of Materials</u>. Upon termination of the Project, Recipient will, at the Disclosing Party's request, deliver to the Disclosing Party all materials, including (without limitation) documents, records, drawings, prototypes, models and schematic diagrams, which describe, constitute, or in any way relate to Confidential Information.

3. **Remedies.** The parties recite as facts that breach of this Agreement will cause irreparable harm, and that unauthorized use or disclosure by Recipient of any portion of the Confidential Information disclosed is a misappropriation of valuable trade secrets. Therefore, if Recipient breaches these obligations, the Disclosing Party is entitled to specific performance, including an immediate temporary restraining order or preliminary injunction enforcing this Agreement, in addition to any other remedies provided by law. Recipient will also indemnify, hold harmless and defend the Disclosing Party against any liability or loss, including the loss of any patent rights, resulting from a breach of this Agreement with respect to Confidential Information of the Disclosing Party.

4. **Export/Import Control.** The parties acknowledge that any information, including Confidential Information, provided or received under this Agreement may be subject to government export control legislation, including but not limited to the relevant legislation in the countries where the Parties are established, the U.S. International Traffic in Arms Regulations ("ITAR") and the U.S. Export Administration Regulations ("EARs"). Recipient represents and warrants that no Confidential Information received hereunder shall be disclosed to any non-U.S. person or firm, including non-U.S. persons employed by or associated with Recipient, nor shall any data be exported from the United States without first complying with all requirements of the ITAR and the EARs, including the requirement for obtaining an export license and/or technical assistance agreement, if applicable.

5. **Duration.** This Agreement shall be effective as of the date of the last signature hereto and shall terminate sixty (60) months from its effective date, but may be terminated earlier by either party giving thirty (30) days' prior written notice to the other party. Termination shall not, however, affect obligations of non-disclosure and non-use arising under this Agreement.

6. **General Provisions**

   a) <u>No License</u>. Recipient recognizes and agrees that the disclosure of any Confidential Information does not grant, either expressly or by implication, estoppel or otherwise, any right, license or authority to any patent, trade secret, invention, trademark, copyright or other intellectual property right. All such Confidential Information and any derivations therefrom will remain the property of the Disclosing Party.

   b) <u>Severability</u>. If any part of this Agreement is held invalid, illegal or unenforceable in any respect, the Agreement shall in all other respects be valid and enforceable.

   c) <u>Applicable Law/Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to the Michigan conflict of laws principles. Any claim asserted in any legal proceeding by one party against the other shall be commenced and maintained exclusively in state or federal court located within Wayne County, Michigan. The parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum.

   d) <u>Waiver</u>. A waiver by either party does not affect the right to require strict compliance in the future. Any waiver must be in writing and signed by the party who has made the waiver.

   e) <u>Non-Assignment</u>. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and permitted assigns. The parties recite as a fact that the obligations of Recipient are personal. This Agreement may not be assigned by operation of law or otherwise by Recipient without the prior written consent of the Disclosing Party.

   f) <u>Entire Agreement</u>. This is the entire agreement between the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized officers, effective as of the last date written below.

Net Shaped Solutions.   **[INSERT other party's company name]**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Mutual Confidentiality and Nondisclosure Agreement
(for PCC companies)