

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (“Agreement”), entered into as of the ____ day of _____, 20____ (“Effective Date”) is by and between Arterez, LLC, a Michigan limited liability company (the “Company”), and _____, (“Representative”). The Company and Representative may act as both the “Disclosing Party” or the “Receiving Party” under this Agreement, depending on whether they disclose information as set forth below or are the recipient of the other’s information disclosed as set forth below.

WHEREAS, Company and Representative each may possess trade secrets, information, data and experience relating to its business and such information, data and experience of each party which is considered by it to be secret and confidential and constitutes a valuable commercial asset; and,

WHEREAS, the parties may wish to disclose to each other in oral, written, visual, electronic or other form, certain non-public confidential and proprietary information as set forth below; and,

WHEREAS, in connection with a possible business relationship between the parties, each party is willing, subject to the terms and conditions hereof, to disclose to the other party, so much of its information, data, and experience as the Disclosing Party (as defined in Paragraph 1 below) in its sole discretion, may deem necessary for the purpose of exploring a potential business relationship, (the "Purpose").

NOW, THEREFORE, the parties hereto agree as follows:

1. The term "Confidential Information" means any information containing technical, financial, or other business information furnished by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with the Purpose. Confidential Information may include, without limitation, patents, non-published patent applications, inventions, copyrights, designs, trade dress, trade secrets, scientific knowledge, know-how, processes, procedures, formulae, compounds, materials, methods, customer, supplier and vendor information, production and distribution information, technology, which includes, but is not limited to, software programs, systems files, encryption algorithms, file structures, internal program structures, options, documentation , data and certain software and software tools developed or to be developed by either party, and other similar information. Confidential Information may be marked "Confidential Information" or, if disclosed orally or visually, confirmed orally by the Disclosing Party as Confidential Information.
2. Duration of Obligations Each party’s obligations hereunder shall be in effect for a period of three (3) years from the date first written above, provided, however, that such obligations shall remain in effect to the extent that, and for as long as, certain
3. Confidential Information constitutes one or more trade secrets or protectable commercial assets under applicable law.

4. 3. Receiving Party agrees with respect to all Confidential Information it receives from the Disclosing Party pursuant to this Agreement:
 - a. except with the Disclosing Party's prior written consent, not to divulge to any party who is not a party to this Agreement any of the Confidential Information received from the Disclosing Party, except to the employees and consultants of the receiving Party who have a need to know. Should the Disclosing Party consent to the Receiving Party sharing Disclosing Party's Confidential Information as described above, Receiving Party will have the third party execute a confidentiality agreement, which was approved by the Disclosing Party. Receiving Party will provide the Disclosing Party copies of any such third party executed confidentiality agreements for its records;
 - b. to use the Confidential Information received only for the Purpose specified above and not transmit it to any other third parties;
 - c. to take all precautions necessary or helpful to be sure that any Confidential Information received from the Disclosing Party will be kept confidential and not divulged to any third parties;
 - d. Confidential Information shall remain the sole and exclusive property of the Disclosing Party.
5. The foregoing restrictions as to disclosure and use of Confidential Information Shall not apply:
 - a. to any information which is now part of the public domain or which hereafter becomes part of the public domain through no fault of the Receiving Party; or
 - b. to any information which was in the Receiving Party's possession at the time of receipt from the Disclosing Party; or
 - c. to any information which subsequently comes into the Receiving Party's possession and was not acquired by the Receiving Party directly or indirectly from (i) the Disclosing Party; (ii) source(s) under obligation of secrecy to the Disclosing Party; (iii) source(s) which the information provided was wrongfully or illegally in the possession of a third party, (all restrictions shall apply regardless of whether the source(s) or Receiving Party had actual knowledge that the information was wrongfully or illegally in said third party's possession); or (iv) sources which require the Receiving Party to hold it in confidence; or
 - d. to any information which is independently developed by an employee or agent of the Receiving Party without knowledge of the Disclosing Party's Confidential Information; or
 - e. to any disclosure of Confidential Information made in response to a valid order of a court of competent jurisdiction or valid subpoena from a governmental body provided, however, that before making disclosure pursuant to such order, the party subject thereto shall have immediately upon receipt of said order or subpoena given notice in writing to the other party and shall have made a reasonable effort to obtain a protective order requiring, amongst other things, that the Confidential Information so disclosed remain confidential and be used only for the purpose for which the order was issued.

6. The Disclosing Party's Confidential Information may be disseminated by the Receiving Party only within the Receiving Party's own organization and only to the extent reasonably required to accomplish the above Purpose. The Receiving Party shall require each of its employees or representatives having access to the Confidential Information of the Disclosing Party to agree to and execute a confidentiality agreement, the form and content of which being approved by the Disclosing Party.
7. The Receiving Party agrees to return to the Disclosing Party or destroy (as directed by the Disclosing Party) all copies of the Disclosing Party's Confidential Information once the Purpose has been completed or immediately upon the request of the Disclosing Party. The Receiving Party shall certify in writing that it has complied with this provision and retains none of the Confidential Information or any portion thereof regardless of the medium in which it is stored.
8. The Receiving Party recognizes that irreparable injury will result to the Disclosing Party in the event of a breach of the covenants contained in this Agreement on the part of the Receiving Party and agrees in the event of breach or threat of breach by the Receiving Party of any of the provisions of this Agreement, the Disclosing Party shall be entitled, in addition to other legal remedies and damages that may be available, to seek specific performance and other injunctive or any other equitable relief, in a court having jurisdiction as set forth in section 14, including reasonable attorney fees and court costs.
9. The transmittal of Confidential Information hereunder shall in no way be construed as granting to either party a license, directly or indirectly, under any patent or patent application, trademark or trade name, trade dress, copyright or with respect to any proprietary information, technology, trade secrets, know-how or other intellectual property owned by the other party.
10. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention by either party to enter any business arrangement or future agreement for the performance of services. The parties agree that in the event they do have a mutual interest in entering into a business relationship, such business relationship will be governed by the terms and conditions of a separate agreement to be negotiated by the parties.
11. If any provision of this Agreement shall to any extent be found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.
12. This Agreement may not be assigned without the prior written consent of the other party; subject to the foregoing, this Agreement shall be binding on the heirs, successors, representatives and assigns of either party, and shall inure to the benefit of any successors, assigns and representatives of either party.

13. This Agreement constitutes the entire agreement and understanding of the parties, and there are no understandings, oral or written, express or implied, not specified herein. This Agreement shall not be amended or modified, except in writing, signed by a duly authorized representative of both parties.
14. Company and Representative acknowledge that each of them has had equal opportunity to participate in the final wording of this Agreement. Accordingly the Agreement shall not be construed against or in favor of any of the parties because of the identity, interest, or affiliation with the preparer of this Agreement.
15. This Agreement shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules) and the federal laws of the U.S.A. Any action related to or arising out of this Agreement shall be initiated and maintained in the Circuit Court for the County of Oakland, State of Michigan, or the U.S. District Court for the Eastern District of Michigan, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.
16. This Agreement may be executed in counterparts and may be accepted by facsimile signature, all of which counterparts, taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

“COMPANY”:

Mike Brennan

By: _____

Its: CEO

“REPRESENTATIVE”

Representing Company or Trust:

By: _____

Its: _____