

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) governs the disclosure of information by and between Exemplar Research Group, Inc., a Michigan corporation, with its principal offices located at 20789 Harper Avenue, Harper Woods, Michigan 48225 and _____, with its principal offices located at _____ and is effective as of _____, 20__ (the “Effective Date”).

1. Discloser and Recipient. As to any particular Confidential Information (as hereinafter defined), the “Discloser” is the party disclosing such Confidential Information and the “Recipient” is the party receiving such Confidential Information.

2. Confidential Information. As used herein, “Confidential Information” means any and all software, tests, studies, technical and non-technical information and/or data related to the past, current, future or proposed operations, products, services and business of Discloser, its business partners, licensors and customers, related to a potential license arrangement between the parties hereto, which information or data Discloser may disclose to Recipient or to which Recipient may gain access as a result of the privileged relationship created by this Agreement, however disclosed, whether proprietary to Discloser or any third party, and whether or not bearing any legend or marking indicating that such information or data is confidential. Notwithstanding the foregoing, Confidential Information is exclusive of information or data that Recipient can prove by credible evidence: (i) was in the public domain at the time it was communicated to Recipient; (ii) entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient; (iii) was in Recipient’s possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient; (iv) was disclosed to Recipient not in any violation of any obligation of confidentiality; or (v) was developed by employees or agents of Recipient without use of or reference to the Confidential Information of Discloser.

3. Limitations on Use and Disclosure. Recipient understands and agrees that it may use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with Discloser related to a potential license arrangement between the parties (the “Permitted Use”). Recipient shall only permit access to Confidential Information to those of its employees, consultants, independent contractors, or authorized representatives having a need to know such information in connection with the Permitted Use and who have signed confidentiality agreements or are otherwise legally bound by confidentiality obligations consistent with, and no less restrictive than, the terms of this Agreement.

4. Disclosure Required by Law. Notwithstanding anything contained herein to the contrary, Recipient may disclose Confidential Information pursuant to an order of a court of competent jurisdiction or as otherwise required by law. Under such circumstances Recipient will, if reasonably possible under the circumstance of such disclosure, provide Discloser with advance notice of such disclosure in order to afford Discloser an opportunity to take legal action to prevent or limit the scope of such disclosure, and will cooperate with Discloser in connection therewith.

5. Standard of Care. Recipient shall use at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use, dissemination or copying of any Confidential Information of Discloser as Recipient uses to protect its own confidential information. Recipient shall immediately notify Discloser in the event of any loss or unauthorized disclosure or use of any Confidential Information.

6. Return of Confidential Information. Upon termination or expiration of this Agreement, or upon written request of Discloser, Recipient shall promptly return to Discloser all

documents, notes, and other tangible materials representing the Confidential Information, and all copies thereof.

7. No Property Rights. Recipient agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license (save for the Permitted Use described in Section 3) or otherwise, to any Confidential Information of Discloser disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right of Discloser embodied by such Confidential Information. Recipient shall not make, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

8. Reproduction of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of Discloser and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by Discloser.

9. Term and Termination. This Agreement shall be effective from and after the Effective Date and shall expire three (3) years after the Effective Date. Recipient's obligations under this Agreement shall survive expiration or termination of the Agreement for any reason, shall be binding upon Recipient's successors and assigns, and shall continue in full force and effect with respect to all Confidential Information unless and until such information becomes subject to one of the exceptions set forth in Section 2.

10. Lawsuits. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes under this Agreement shall be brought exclusively in the state or Federal courts, as appropriate, located in Macomb County, Michigan, and the parties hereby irrevocably consent to the personal jurisdiction and venue of these courts. If any litigation, proceeding or arbitration is commenced to enforce any provision of this Agreement or to seek a declaration of the rights of the parties hereunder or as a result of any breach or threatened breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses incurred in connection with such litigation, proceedings or arbitration, including without limitation reasonable attorneys' fees.

11. Remedies. Recipient hereby agrees that breach of this Agreement will cause Discloser irreparable damage for which recovery of damages would be inadequate recompense, and that, in the event of any actual, likely, or threatened breach of this Agreement, Discloser shall be entitled to obtain timely injunctive relief, as well as such relief as may be available at law or in equity.

12. Assignment; Transfer. Except to its successor in the event of a merger or sale of all or substantially all of a party's assets or a change in control effected by a sale of a party's voting securities, a party may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

13. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission, overnight courier service or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing using the notice procedures set forth herein.

14. General. This Agreement may not be amended except by a writing signed by both parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. This Agreement sets forth the complete and exclusive statement of agreement between the parties with regard to the subject matter hereof and supercedes all prior and contemporaneous discussions, negotiations, and agreements, oral or written, with regard to such subject matter.

WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

EXEMPLAR RESEARCH GROUP, INC., a
Michigan corporation

By: _____

Name: Matthew Yee

Title: President

By: _____

Name: _____

Title: _____

/hw/bhy/ERG/MNDA