CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

 This AGREEMENT is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_, by and between **Acemco Incorporated**, (a Michigan corporation (“**Acemco**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ (“**Supplier**”). Acemco and Supplier collectively the “Parties”, and when referenced in the singular a “Party”.

 The Parties wish to discuss a prospective business relationship. In connection with such discussions, a Party may disclose (each a “Disclosing Party”) to another Party (each a “Receiving Party”), orally, in writing, or electronically, or a Receiving Party may obtain, observe, or otherwise be granted access to, certain proprietary or confidential information and documents considered restricted by a Disclosing Party.

 As used herein, the term confidential information includes, but is not limited to, a Disclosing Party’s technology, know-how, procedures, specifications, data, designs, software, source code, documentation, protocols, processes, strategic plans, sales and marketing plans, all customer information, any information supplied to it by a customer, financial information, proposed business arrangements, and any other information which is not generally known to, and readily ascertainable by proper means by, third-parties who could obtain economic value from its use or disclosure (collectively the “Confidential Information”).

Notwithstanding anything to the contrary herein, “Confidential Information” shall not include any information: (a) which is, at the time of disclosure, generally available to the public; (b) which becomes, at a later date, generally available to the public through no act or omission of a Receiving Party and then only after such later date; or (c) which may be required by process of law to be disclosed by a Party but only upon prior notice to the Disclosing Party.

Terms and Conditions

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Disclosure of Confidential Information. The Parties acknowledge that during discussions between them regarding the possibility of a business relationship Confidential Information will be disclosed and the disclosure is necessary to permit a full discussion of the business relationship. Further, this Agreement shall apply to Confidential Information received by a Receiving Party prior to the execution of this Agreement. Each Party acknowledges that the Confidential Information contains unique, valuable and confidential proprietary information which is not available to the general public. This Agreement, however, does not obligate a Party to make any disclosure except in their sole discretion. Each Party acknowledges that disclosure of the Confidential Information to third-parties or the use thereof by a Receiving Party or third-parties would cause severe and irreparable damage to a Disclosing Party.

2. Non-Disclosure. Each Receiving Party agrees that their directors, officers, members, employees, and authorized representatives will hold the Confidential Information in the strictest confidence and will not disclose such Confidential Information to any other persons or entities, other than authorized representatives of a Receiving Party, either orally or in writing, unless it shall have obtained the prior written consent of the Disclosing Party. Each Receiving Party agrees to make each of their directors, officers, members employees, and authorized representatives who have access to the Confidential Information aware of this Agreement, and they agree to take appropriate action with respect to such directors, officers, members employees, and authorized representatives to ensure that the obligations of non-use and non-disclosure of the Confidential Information under this Agreement are fully satisfied. For purposes of this Agreement, the term “authorized representatives” shall be limited to a Receiving Party’s attorneys, accountants, consultants and financing sources, but only with respect to the prospective business relationship. Should any director, officer, member, employee or authorized representatives of a Receiving Party fail to comply with this Agreement, such Receiving Party and the principals thereof, shall indemnify and reimburse the Disclosing Party for all resulting damages and losses.

3. Non-Use. Each Receiving Party agrees that they shall make use of the Confidential Information only for the purpose of evaluating the proposed business relationship. Each Receiving Party agrees that it shall not use the Confidential Information for the purpose of competing with the Disclosing Party and shall not make any other use of the Confidential Information for its own benefit at any time in the future, and shall not knowingly permit or facilitate such use by any other persons or entities without the prior written consent of the Disclosing Party.

4. Return of Confidential Information. In the event that the Parties do not enter into a business relationship, each Receiving Party agrees that it shall promptly return to the Disclosing Party all tangible evidence of any Confidential Information and all copies thereof and memoranda with respect thereto which are in its possession, and to delete any computer reproducible form of the Confidential Information.

5. Equitable Relief. Each Receiving Party acknowledges that violation of any of the provisions of this Agreement will result in irreparable harm to a Disclosing Party and that damages would be an inadequate remedy. Accordingly, each Receiving Party agrees that, in addition to all remedies at law, a Disclosing Party shall be entitled to equitable relief including without limitation injunctive relief to restrain any violation of this Agreement without any requirement to post bond as a condition of such relief and to such other and further relief as a court of competent jurisdiction may deem proper under the circumstances.

6. Attorneys’ Fees and Costs. Each Receiving Party agrees to pay all reasonable attorneys’ fees and costs incurred by a Disclosing Party in enforcing the obligations of a Receiving Party under this Agreement.

7. Contractual Remedies Not Exclusive. The remedies provided for in this Agreement are cumulative and are intended to be in addition to any other remedies available to a Disclosing Party, either at law or in equity.

8. Invalidity and Waiver. The invalidity of any provision of this Agreement shall not affect the validity of the remainder of any such provision or the remaining provisions of this Agreement. The failure of a Disclosing Party at any time to require performance by a Receiving Party of any provision of this Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement and shall in no way affect the right to require full performance from a Receiving Party at any time thereafter.

9. Choice of Law and Forum. This Agreement shall be governed, construed and enforced in accordance with the laws of Michigan. Any action concerning any dispute arising hereunder shall be filed and maintained only in a state or federal court sitting in the State of Michigan, and the Parties hereto consent and submit to the jurisdiction of such state or federal court.

10. Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No Party may assign any of its rights or duties under this Agreement without the prior written consent of each other Party.

11. Entire Agreement and Amendment. This writing contains the entire agreement between the Parties with respect to the matters described herein and is a complete and exclusive statement as to the terms thereof and supersedes all previous agreements. This Agreement may not be altered or modified except by a writing signed by the Party against whom such alteration or modification is sought.

12. Miscellaneous. Nothing in this Agreement creates any representation or warranty related to the accuracy or reliability of any Confidential Information. The confidentiality provisions of this Agreement survive termination of this Agreement or any business relationship between the Parties, and shall continue for so long a period of time as the Confidential Information is maintained as confidential by a Disclosing Party.

IN WITNESS WHEREOF, the undersigned have made this Agreement effective on the date first set forth above.

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| Acemco, Incorporated | [INSERT SUPPLIER] |
| By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(typed name)Its: \_\_\_\_\_\_\_\_\_\_\_\_ | By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (typed name)Its: \_\_\_\_\_\_\_\_\_\_ |
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