



## **NON-DISCLOSURE AGREEMENT**

This Agreement, made as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_, is by and between Greenview Data Inc. ("GDI") having its principal place of business at 8178 Jackson Road, Ann Arbor, Michigan, 48103 and \_\_\_\_\_ (the "**Company**") having its principal place of business at: \_\_\_\_\_

Whereas GDI and Company wish to explore or pursue business opportunities of mutual interest and one party (the "Disclosing Party") may, at its own discretion, and in the course of and for the purpose of facilitating such exploration or pursuit, disclose certain Confidential Information (as defined below) to the other party (the "Receiving Party"), now therefore, in consideration of the premises and obligations within this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. CONFIDENTIAL INFORMATION**

Confidential Information means any confidential and/or proprietary information relating to the business or commercial offerings of Disclosing Party (including that of its parent and affiliate companies, employees, suppliers, licensors and customers) disclosed hereunder, whether or not stored in any medium, including, but not limited to, Disclosing Party's products, services, technology, technical data, techniques, engineering information, marketing information, pricing information, financial information, information relating to existing, previous and potential suppliers, customers and contracts, know-how and/or trade secrets, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to the Disclosing Party. Confidential Information includes original information supplied by the Disclosing Party, as well as all copies, records, notes, reproductions, reports, analyses and other materials derived from or containing such information, in whole or in part. This Agreement does not apply to or restrict the parties from using or disclosing Confidential Information that Receiving Party can conclusively establish: a) is or becomes public other than through a breach of this Agreement; b) is known to the Receiving Party without an obligation of confidentiality, at the time of disclosure; c) is independently developed by the Receiving Party; or d) is disclosed to the Receiving Party, by a third party, under no legal obligation of confidentiality. In the event that the Receiving Party is requested pursuant to legal process to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with notice to such effect, and at the request of the Disclosing Party will co-operate with the Disclosing Party in seeking relief against the disclosure of such Confidential Information. In the event that through legal process the Receiving Party is obligated to disclose any Confidential Information, the Receiving Party may do so without breaching the terms of this Agreement, provided that the Receiving Party furnishes only that portion of the Confidential Information that it is legally required so to do.

### **2. CONFIDENTIALITY**

As of the earlier of either a) the date first written above; or b) the date upon which the Receiving Party first receives Confidential Information from the Disclosing Party (the "Effective Date"), the Receiving Party shall treat the Confidential Information as confidential to and as the property of the Disclosing Party and use a degree of care not less than the degree of care it uses with respect to its own information of like nature to prevent unauthorized access, use or disclosure, which shall be no less than a reasonable degree of care. The Receiving Party will use the Confidential Information only for the purposes of the business relationship with the Disclosing Party. The Receiving Party will not disclose this Agreement or Confidential Information, except to the Receiving Party's directors, officers, employees and contractors who have a need to know for the purpose of carrying out the business relationship and who are bound by written confidentiality obligations no less protective of the Disclosing Party than this Agreement. As soon as practicable, Receiving Party shall notify Disclosing Party of any breach of this Agreement. Neither party shall reverse engineer, decompile or disassemble any Confidential Information of the other party. The Receiving Party agrees to segregate Disclosing Party's Confidential Information from the confidential information of others in order to prevent commingling.

### **3. NO LICENSE**

Nothing in this Agreement is to be construed as granting the Receiving Party any title, ownership, license or other right or interest with respect to the Confidential Information of the Disclosing Party, except the right to use the Confidential Information in accordance with the terms of this Agreement. Disclosing Party retains all right, title and interest in and to the Confidential Information. Receiving Party shall return Disclosing Party's Confidential Information at the Disclosing Party's request or, at the Disclosing Party's option, certify destruction of the same.

### **4. MISCELLANEOUS**

The parties acknowledge that any breach of the terms and conditions of this Agreement would result in significant damage to the Disclosing Party, not completely compensable monetarily, and agree that the Disclosing Party shall be entitled to apply for injunctive relief in a court of competent jurisdiction in the event of the breach or threatened breach of any of the terms of this Agreement. The party in default hereunder shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. Nothing in this Agreement obligates the Disclosing Party to make any particular disclosure of Confidential Information, to continue any discussions or to enter into a business relationship. **To the maximum extent permitted by applicable law, both parties acknowledge and agree that the Confidential Information**

is provided "as is", without warranty, condition or term of any kind, either express or implied, arising by statute, operation of law, course of dealing, usage of trade or otherwise, including, without limitation, warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, satisfactory quality and/or title. Receiving Party assumes all risk associated with the use of the Confidential Information. **The Receiving Party acknowledges that the Disclosing Party shall not be liable for any damages whatsoever (including without limitation, direct, indirect, incidental, consequential, or punitive damages of any nature or kind including loss of profits, or losses of third parties of any nature or kind) relating to the Receiving Party's use of or reliance upon the Confidential Information.** This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes and replaces all prior oral or written agreements, representations, negotiations or understandings between the parties. No change or modification to this Agreement shall be valid unless it is in writing and signed by a representative of both parties. This Agreement shall be governed by the laws of the State of Michigan, without giving effect to the principles of conflicts of law and that body of law applicable to choice of law. The parties agree that the courts of such jurisdiction constitute a convenient forum for any litigation and both parties attorn and submit to the jurisdiction of such courts. Except to the extent required by law, the parties waive trial by jury. Each party hereby agrees to comply with all applicable laws, regulations and government orders in performing its obligations under this Agreement. Should any provision or part of any provision of this Agreement be found void or unenforceable by a court of competent jurisdiction, such provision, or part thereof, shall be deemed severed, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be executed in counterparts by the parties hereto, each of which counterparts, when so executed and delivered, shall be deemed an original, and all of which counterparts, taken together, shall constitute one and the same Agreement. The parties agree to accept faxed signatures as valid and binding in the execution of this Agreement. No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. Neither party shall assign this Agreement without the prior written consent of the other. This Agreement binds the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties by their authorized signing authorities have executed this Agreement as of the date first written above.



**Greenview Data, Inc.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_