

NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

This Non-Disclosure/Confidentiality Agreement (the “**Agreement**”) is made as of the ____ day of _____, ____ by and between:

A. Nexcess Corp., a Delaware corporation with its principal place of business at 2703 Ena Drive, Lansing, MI 48917 (the “**Disclosing Party**”), and;

B. _____ with its registered office address at _____; (the “**Receiving Party**”).

Each separately and individually hereinafter referred to as the “**Party**” and together as the “**Parties**”.

WHEREAS the Parties wish to discuss and evaluate a potential business or other relationship or transaction between them for which the Disclosing Party or any Affiliate of the Disclosing Party may disclose Proprietary Information (as this term is defined below) to the Receiving Party for this purpose (hereinafter referred to as the “**Purpose**”).

Definitions:

“**Affiliate**” shall mean any entity which directly or indirectly controls, is controlled by or is under common control with a party. The term “control” as used herein means the possession of the power to direct or cause the direction of the management and/or the policies of an entity, whether through the ownership of a majority of the outstanding voting securities or by contract or otherwise.

“**Feedback**” shall mean such suggestions, comments, ideas or other similar feedback related to the Proprietary Information given by the Receiving Party to the Disclosing Party.

“**Personnel**” means any employee, officer, director or shareholder of the Receiving Party, or any of its Affiliates, that have a legitimate “need to know” of the Proprietary Information and are given access to any Proprietary Information under this Agreement.

“**Proprietary Information**” means confidential information, whether in oral, written, electronic or other form, whether or not marked as confidential relating to the Disclosing Party’s business, which shall at all times include that of its Affiliates including but not be limited to information relating to all technical and non-technical information of the Disclosing Party and/or any of its Affiliates including, without limitation, copyrights, trade secrets, and other proprietary information, including, but not limited to, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, source code, software source documents, customer and/or user data, and the manipulation and monetization of such data, the composition or structure of any products or prototypes, information regarding plans for research, development, data and/or results in respect thereof or related thereto, sales, volume of sales, promotional methods and merchandising, and other details of its products and services and prices and costs related thereto and lists in respect thereof, marketing plans and information, business plans, budgets, forecasts, and unpublished financial statements and/or management accounts, bank statements, balance sheets and other financial data, or other financial information, licenses, suppliers and potential and actual or past customers and lists in respect thereof, as well as names and other personal data and expertise of employees, directors, shareholders, senior management officials, contractors, consultants, and prospects, and lists in respect of all of the foregoing; formulae, design and development related to the current, future and proposed products, services, websites, and documents of the Disclosing Party and/or its Affiliates ,

mode of operation, strategies, product development plans and roadmaps related thereto, forecasts, business opportunities, and further includes, without limitation, any information of the Disclosing party and/or its Affiliates concerning research, experimental work, development, design details and specifications, engineering, procurement requirements, purchasing, manufacturing, any information relating to the Disclosing Party's and/or its Affiliates' corporate organization, ownership, governance and legal structure including corporate records, constitutional or formation documents, organizational charts, registers, certificates, filings or other documentation relating to the formation, existence, good standing, capitalization or internal governance of the Disclosing Party or any of its Affiliates, any documentation and records relating the operations, management or administration of the Disclosing Party or its Affiliates, information relating to the Disclosing Party and/or its Affiliates information security, operational resilience or risk management practices, including policies, procedures, frameworks, controls, assessments, audits, reports, testing results, incident response materials, business continuity or disaster recovery planning and any related documentation or analysis and such other information that (a) derives independent economic value, actual or potential, for not being generally known to the public or to other persons, or (b) is the subject of efforts to maintain its secrecy, all of which to the extent previously, presently, or subsequently disclosed to the Receiving Party. In furtherance of, and not in limitation of the foregoing, Proprietary Information shall include, for the purposes of this Agreement, any copies, summaries, reports, analyses, compilations, interpretations, reflections, studies, derivatives or extracts thereof, or the like, prepared by the Receiving Party and which contains Proprietary Information.

“Representatives” means the advisors, contractors, subcontractors, agents of the Receiving Party, or any of its Affiliates, with legitimate “need to know” of the Proprietary Information under this Agreement.

In consideration of any access the Receiving Party may have to the Proprietary Information of the Disclosing Party and other good and valuable consideration, the Parties hereby agree as follows:

1. The Disclosing Party agrees that Proprietary Information shall not include information that (i) is or (through no improper action or inaction by the Receiving Party, any Affiliate thereof or its or their Personnel, Representatives and/or its or their Affiliates) becomes generally available or known to the public; or (ii) was rightfully in its possession or known by it on a non-confidential basis prior to receipt from the Disclosing Party, as evidenced by reasonable written records in existence prior to the disclosure of such Proprietary Information by the Disclosing Party; or (iii) was rightfully disclosed to it by a third party having no obligation of confidentiality; or (iv) was independently developed without reference to or use of any Proprietary Information of the Disclosing Party, as evidenced by reasonable written records in existence prior to the disclosure of such Proprietary Information.

2. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (ii) not to divulge any such Proprietary Information to any third person, including, but not limited to, any Affiliate, except as otherwise herein expressly contemplated, (iii) not to make any use whatsoever at any time of Proprietary Information except for the Purpose, and (iv) not to directly or indirectly modify, reverse engineer, decompile, alter, create other works from, disassemble or otherwise attempt in any way to derive or determine the properties, composition or structure of any products, services, prototypes material(s) or other Proprietary Information provided to Receiving Party under this Agreement without the prior express written consent of the Disclosing Party. Any Personnel of the Receiving Party that is given access to any Proprietary Information must have a legitimate “need to know” and shall be a party to a written, enforceable agreement with the Receiving Party pursuant to which such Personnel shall be similarly bound in writing to the restrictions herein contained. The Receiving Party shall be responsible to Disclosing Party for any violations by it and its Representatives and Personnel, and its and their Affiliates.

3. The Receiving Party may make disclosures required by a valid court order, *provided, however*, that the Receiving Party uses commercially reasonable efforts to obtain a protective order requiring that Proprietary Information be disclosed only for the limited purposes for which the order was limited and otherwise limit the disclosure of such Proprietary Information unless otherwise prohibited by applicable law. Proprietary Information so required to be disclosed pursuant to a valid court order shall remain subject to the restrictions set forth in this Agreement for all other purposes.

4. The Receiving Party acknowledges and agrees that all Proprietary Information disclosed by the Disclosing Party, and any Feedback related thereto, shall be the sole and exclusive property of the Disclosing Party, and the Receiving Party shall take all reasonable precautions to protect the Proprietary Information from unauthorized use, access or disclosure, including without limitation, at least the following: (i) storing and handling the Proprietary Information in a secure manner, (ii) providing access to the Proprietary Information to Representatives only if such persons are bound by enforceable, written, non-disclosure and confidentiality obligations at least as stringent as those set forth in this Agreement, and only to the extent that such persons need such access in order to accomplish the purposes of this Agreement in connection with the Purpose hereof, (iii) ensuring that its Affiliates, Personnel and Representatives comply fully with the terms of this Agreement as if they were party to such Agreement, (iv) immediately informing the Disclosing Party of any unauthorized use, disclosure or access to the Proprietary Information, and (v) assisting the Disclosing Party in taking such action as is reasonably necessary to regain possession of such Proprietary Information and abate such unauthorized use, disclosure or access.

5. Without the prior written consent of the Disclosing Party, the Receiving Party shall not use or further disclose said Proprietary Information, or Feedback related thereto, for any purpose other than as specified in this Agreement and shall ensure that its Personnel and Representatives do the same. To the extent that any Proprietary Information disclosed to the Receiving Party includes any 'personal data', as this term is defined under applicable privacy laws, the Receiving Party shall ensure that it shall at all times comply with the applicable privacy laws as it relates to such personal data and ensure that its Personnel, Affiliates and Representatives do the same.

6. Upon a request by the Disclosing Party at any time, the Receiving Party will promptly, and in any event within five (5) days after a request therefor, at the election of the Disclosing Party, (a) turn over to the Disclosing Party all Proprietary Information of the Disclosing Party, or (b) destroy all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information (including any and all Derivative Works) and shall thereafter promptly deliver to the Disclosing Party a sworn certificate from the Receiving Party confirming the fact of, date, and manner of destruction thereof.

7. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed if at all solely at the option of the Disclosing Party, or (ii) requires the Disclosing Party or the Receiving Party to enter into a transaction or any consulting, business or other relationship in connection with the Purpose pursuant to which Proprietary Information may be disclosed.

8. All Proprietary Information and derivations and improvements thereof shall remain the sole and exclusive property of the Disclosing Party and this Agreement does not grant any rights to the Receiving Party under any patent, copyright, license or other intellectual property right of the Disclosing Party, or in the Proprietary Information, except as may otherwise be expressly herein set forth.

9. The obligations under this Agreement will continue until such time as the Proprietary Information is publicly known and made generally available through no action or inaction of the Receiving Party, any Affiliate or its Personnel or Representatives or its or their Affiliates in breach of the terms of this Agreement or three years from the date of disclosure hereunder.

10. Proprietary Information shall not be reproduced in any form except as required to accomplish the Purpose of this Agreement.

11. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law, without the requirement to post bond. The Receiving Party shall notify the Disclosing Party in writing immediately upon becoming aware of the occurrence of any such unauthorized release or other breach of which it is aware.

12. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any party or to any circumstance, is adjudged by a governmental body, arbitrator, or mediator not to be enforceable in accordance with its terms, the parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

13. THE PROPRIETARY INFORMATION IS PROVIDED "AS IS" AND THE RECEIVING PARTY ACKNOWLEDGES THAT NEITHER THE DISCLOSING PARTY NOR ANY OF THE DISCLOSING PARTY'S AFFILIATES MAKES OR HAS MADE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION, AND THE DISCLOSING PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY THAT MAY BE BASED ON THE PROPRIETARY INFORMATION, ERRORS THEREIN OR OMISSIONS THEREFROM.

14. None of the Proprietary Information of the Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party with respect to the infringement of trademarks, patents, copyrights; any right of privacy; or any rights of third persons

15. The Receiving Party agrees not to remove or export from the United States or re-export any such Proprietary Information or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

16. The parties agree that this Agreement will be governed by and construed under the internal laws of the State of Delaware, as applicable to agreements made and to be performed in such state, without regard to principles of conflicts of law. The parties hereby agree to submit to the personal and exclusive jurisdiction and venue of such courts and agree that process may be served in the manner provided herein for the giving of notices or otherwise as allowed by applicable law. Each party hereto waives any defense of inconvenient forum to the maintenance of any action so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

17. The prevailing party in any action to enforce this Agreement shall be entitled to costs and fees (including attorneys' fees and expert witness fees) incurred in connection with such action.

18. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements,

whether written or oral, relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

19. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

20. The individual executing this Agreement on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

21. The parties' rights and obligation will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns.

22. All notices or other communications which are required or permitted hereunder shall be in writing, including email and sufficient if (a) delivered personally, (b) sent by registered or certified mail, postage prepaid and return receipt requested, (c) sent by overnight courier with a nationally recognized courier, or (d) via facsimile if confirmed in writing in any of the foregoing manners, to the address of the parties set forth on the signature page to this Agreement. If sent by mail, notice shall be considered delivered three (3) business days after the date of mailing, and if sent by any other means set forth above, notice shall be considered delivered upon delivery thereof. Any party may by notice to the other parties change the address to which notice or other communications to it are to be delivered or mailed.

For Disclosing Party:

Email: legalnotices@nexcess.com

For Receiving Party:

Name: _____

Email: _____

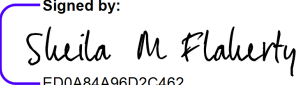
23. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. The words "include," "includes," and "including" shall be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Any reference herein to "day" or "days" shall, unless otherwise provided for, mean a calendar day or calendar days.

24. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile, email, or other electronic transmission including electronic signature platforms pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has executed this Agreement by a representative duly authorized as of the date first set forth above.

NEXCESS CORP.

By:  Signed by:
ED0A84A96D2C462...

Name: Sheila Flaherty

Title: Chief Legal Officer

By: _____

Name: _____

Title: _____

Address: _____

Company reg. no/ID no: _____