

**NON-DISCLOSURE AGREEMENT \_\_\_\_/\_\_\_\_/\_\_\_\_ ; \_\_\_\_:\_\_\_\_(am / pm) 01 of 02**

THIS AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_("the Company") having the principal place of business at \_\_\_\_\_, and **Atlas Group of America, Inc. ( AGA )**, having its registered office at 8220 West Nine Mile Road, Oak Park, Michigan 48237, U.S.A.

WHEREAS, **AGA** is in possession of certain confidential and proprietary information. Including software and its various versions, related screen formats, user, technical, design and functional documentation, and the Company is in possession of certain confidential and proprietary information related to its services, products, business plans, marketing strategies, customers, or contractors (collectively "Information"); and

WHEREAS, both parties are interested in receiving Information from the other party for purposes of its examination and evaluation for a period of seven (7) years unless terminated earlier in writing agreed by both parties for any reason.

NOW, THEREFORE, in consideration of receipt of said Information from the other party, it is agreed that:

This Agreement shall cover Information (as defined above), which is disclosed by AGA to the Company (in this case AGA shall be "Disclosing Party" and the Company shall be "Receiving Party"), or disclosed by the Company to AGA (in this case the Company shall be "Disclosing Party" and AGA shall be "Receiving Party") from the date first referenced above.

On the expiration or termination (for whatever cause) of this Agreement, Disclosing Party shall be entitled to recover possession from Receiving Party of all copies of the Information (however amended) supplied to or made by the Receiving Party and/or in existence at the time of expiration or termination or require the Receiving Party to destroy the same and certify on oath that it has done so.

All Information disclosed by Disclosing Party shall remain confidential and proprietary to Disclosing Party. The Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, object code, trade secrets, documentation, processes, procedures, know-how, marketing techniques and materials, strategies, marketing and development plans, customer names and other information related to customers, partners and suppliers, price lists, pricing policies and financial information. Information also includes any information described above which Disclosing Party obtains from another third party and which Disclosing Party treats as proprietary or designates as Confidential Information whether or not owned or developed by Disclosing Party. Both parties shall use Information only for the above stated purposes, unless otherwise agreed by further written agreement of the parties, and shall keep confidential and not disclose the Information to any other person, firm or corporation, except to the extent that any Information (a) is or becomes part of the public domain by no fault of Receiving Party, (b) was known to the Receiving Party prior to the disclosure by Disclosing Party, or (c) is independently developed or acquired by the Receiving Party without a breach of any Agreement.

Receiving Party agrees to restrict circulation of Information only within the employees, advisors, or consultants of Receiving Party who need to receive Information in order to carry out the above stated purposes and to give such individuals instructions to hold in confidence all Information made available to them and to use Information only for such purposes.

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Receiving Party shall not, and shall instruct its servants and agents not to and will not allow or cause to allow any person to copy, modify, enhance or create derivative works of the Information or reverse engineer decompile, disassemble or otherwise exploit any component of the Information nor make any disclosures with reference thereto to any third party.

All documents, drawings, sketches and designs furnished by Disclosing Party shall remain the property of Disclosing Party and shall be returned to Disclosing Party at its request.

All Disclosing Party's copyright and trademark notices appearing on any Information shall be preserved and if applicable, the Company agrees to identify "**Atlas Group of America, Inc.**" as "**Atlas Group of America, Inc.**" in any dealings with third parties it may have in conjunction with the purposes of this Agreement.

Upon advance written request by Receiving Party, Disclosing Party may in its sole discretion give permission, valid only if and to the extent given in writing signed by a duly authorized representative of Disclosing Party, to Receiving Party to disclose Information otherwise required to be kept confidential by this Agreement.

In the event of any breach of the confidentiality obligations contained herein by the Receiving Party or its employee(s), or any person to whom Receiving Party has disclosed the Information, Receiving Party agrees to co-operate with and assist Disclosing Party in taking the appropriate steps (similar to the steps Receiving Party would take in the event of the same breach of its own confidential Information) to eliminate the breach and minimize its impact to the Disclosing Party.

This Agreement shall be binding upon the successors and assigns of Disclosing Party and inure to the benefit of the successors and assigns of Receiving Party. No oral agreement, statement or representation shall alter its provisions.

Each party represents and warrants that it has the necessary legal rights, interests and power to enter into this Agreement.

If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were noted included in this agreement.

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, U.S.A.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**For Company**

**For Atlas Group of America, Inc.**

Sign : \_\_\_\_\_

Sign : \_\_\_\_\_

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

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

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

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

Date : \_\_\_\_\_

Date : \_\_\_\_\_