

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (this “Agreement”) is made this ____ day of _____, 20____, by and between **Accident Fund Holdings, Inc.**, a Michigan corporation with offices located at 200 N. Grand Avenue, Lansing Michigan 48933, and _____, a _____ with its principal office located at _____, for the purpose of maintaining the confidential business and technical information of the parties which each receives, prior to and from time to time hereafter, from the other during the course of discussions between them relating to the discussion of new business opportunities (as defined below). Acknowledging the receipt of good and adequate consideration and intending to be legally bound, the parties agree as follows:

1. Definitions.

- (a) “Confidential Information” means information (including information belonging to any third party, including without limitation any affiliate, subsidiary or parent company of the Disclosing Party) related to the subject matter of the Project or the business of the Disclosing Party, which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from the disclosure or use of the information, and (ii) is the subject of efforts by the Disclosing Party or owner of the third party Confidential Information that are reasonable under the circumstances to maintain the secrecy of the information, and (iii) is identified by either party as “Confidential” and/or “Proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including the terms and conditions of this Agreement.
- (b) “Disclosing Party” is the party disclosing Confidential Information.
- (c) “Receiving Party” is the party receiving Confidential Information.
- (d) “Project” is to:

2. Each party acknowledges that it has been informed of the confidential and proprietary nature of the other’s Confidential Information. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party except to employees or subcontractors who have a reasonable need to know the Confidential Information. The Receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the Disclosing Party. No use of any Confidential Information shall be made by the Receiving Party except as reasonably necessary in connection with the Project.

3. Confidential Information shall not include any information that:

- (a) is at the time of disclosure, or thereafter becomes, through a source other than the Receiving Party, publicly known; or
- (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the Receiving Party; or
- (c) was known to the Receiving Party at the time of disclosure; or
- (d) is developed independently by the Receiving Party.

4. This Agreement shall continue in force until the earlier of _____ or its termination by either party upon five days' prior written notice. The obligations set forth herein shall survive the expiration or termination of this Agreement.
5. Each party acknowledges that monetary remedies will be inadequate to protect Confidential Information and that injunctive relief will be appropriate to protect such rights. Each party acknowledges that the Disclosing Party will be irreparably damaged to the extent that any of the terms of this Agreement are violated and agrees that such terms shall be enforceable through (a) issuance of an injunction restraining the unauthorized copying, duplication, use, dissemination or disclosure of any Confidential Information, or (b) any other legal or equitable remedies, which remedies shall be cumulative with and not exclusive of any other remedy or remedies.
6. All Confidential Information transmitted hereunder shall be and remain the property of the Disclosing Party, and all such information and any copies thereof shall be promptly returned to the Disclosing Party upon written request, or destroyed at the Receiving Party's option; except that the Receiving Party may, upon written notice to the Disclosing Party, retain a single complete copy of the Confidential Information solely for its use in connection with the prosecution or defense of any dispute arising from this Agreement.
7. This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be modified only by a writing signed by both parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding that term, all other terms of this Agreement shall remain in full force and effect.
8. Disclosure of Confidential Information shall be permitted to the extent demanded by subpoena or other validly issued administrative or judicial process; provided that the Receiving Party shall promptly notify the Disclosing Party and tender to it, if it so elects, the defense of such demand. If requested by the Disclosing Party, the Receiving Party shall cooperate (at the expense of the Disclosing Party) in the defense of the demand. In addition, disclosure of Confidential Information shall be permitted to the extent disclosure is reasonably necessary in connection with any dispute, claim or action between the parties.
9. Nothing contained in this Agreement, nor any exchange of information hereunder, shall grant or confer upon any party any right, license or authority in or to the information exchanged.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to its choice of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Accident Fund Holdings, Inc.

BY: _____
Name:
Title:

BY: _____
Name:
Title: