

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is entered into between Leo Burnett Detroit, LLC ("**Agency**"), with a primary place of business at 3310 W. Big Beaver Road, Suite 107, Troy, MI 48084, for its own benefit and for the benefit of its client General Motors Holdings LLC and its affiliates ("**Client**", and together with Agency "**Disclosing Party**"), on the one hand, and _____ ("**Company**" or "**Receiving Party**"), with a primary place of business at _____, on the other. Agency and Company may be referred to herein individually as a "**party**" and collectively as the "**parties**". Company agrees to the following to protect the confidentiality of certain information of Agency and/or Client which may be disclosed under this Agreement for use in evaluating, pursuing or engaging in a business relationship between the parties (the "**Purpose**").

1. **Confidential Information.** "Confidential Information" shall mean all information disclosed by Disclosing Party to the Receiving Party in any form, whether written, electronic, oral, visual, or other tangible or intangible form, which is either identified as confidential or proprietary or which should be reasonably understood to be confidential or proprietary in nature. Confidential Information includes, but is not limited to the terms, conditions or other facts relating to the Purpose, Client information, product development, product specifications, pricing policies and rates, marketing plans or ideas and business strategies, research and studies, data, concepts and ideas, drawings, models, blueprints, samples, prototypes, processes, systems, computer programs, software source documents, know-how, inventions and proposed technologies, products and services and other technical, financial, marketing or business information, including any information about such business, actual and potential clients, financial plans, partners, contracts, assets, liabilities, or other financial information, past, present, or proposed business operations, or projects or business opportunities for new or developing business, and all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party. Confidential Information may be contained in tangible materials, such as drawings, models, data, specifications, software and software documentation, reports, compilations, correspondence, writings and computer programs, or may be disclosed orally.

2. **Exceptions.** The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party, and the term "Confidential Information" shall not include any information, which the Receiving Party can demonstrate with competent evidence: (a) was in the public domain at the time it was disclosed to the Receiving Party; (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party through no fault of the Receiving Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party; (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed by the Disclosing Party to the Receiving Party; or (e) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party. Additionally, the Disclosing Party acknowledges that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information, and nothing in this Agreement will prevent the Receiving Party from developing or having developed such information for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential

Information, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

3. **Protection of Confidential Information.**

a. The Receiving Party shall hold all such Confidential Information in trust and confidence for the Disclosing Party, treat the Confidential Information with the same degree of care with which it protects its own Confidential Information, but in no event less than reasonable care, and only use such Confidential Information in connection with the Purpose.

b. The Receiving Party shall restrict disclosure of Confidential Information received from the Disclosing Party to the Receiving Party's employees, agents, representatives, consultants, professional advisors and affiliates who (i) have a need to know such Confidential Information in connection with the Purpose; (ii) are advised of the confidential nature of the Confidential Information; and (iii) are obligated to maintain the confidentiality of such Confidential Information as provided in this Agreement ("Authorized Recipients"). Confidential Information may not be disclosed by the Receiving Party to any other third party without the Disclosing Party's written consent. The Receiving Party and its Authorized Recipients will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the Purpose of this Agreement. Any reproduction by the Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain all confidential or proprietary notices or legends that appear on the original (if any), unless otherwise authorized in writing by the Disclosing Party.

b. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information of the Disclosing Party (i) to the extent such information is required to be disclosed by order of a court of competent jurisdiction, an administrative agency or a governmental body, or by any law, rule, regulation, subpoena, or any other administrative or legal process, or by applicable regulatory or professional standards, provided the Receiving Party has given the Disclosing Party prompt prior written notice of such required disclosure to allow the Disclosing Party, to the extent permitted by law, the opportunity to oppose the disclosure or seek an appropriate protective order, or (ii) to the extent such disclosure is necessary in connection with any judicial or other proceeding involving the parties relating to this Agreement or the Purpose, provided the Receiving Party attempts to secure the entry of an appropriate protective order for any documents containing Confidential Information of the Disclosing Party or the Receiving Party has given the Disclosing Party prior written notice of such necessary disclosure to allow the Disclosing Party, to the extent reasonably possible, the opportunity to oppose the disclosure or seek an appropriate protective order.

c. The Receiving Party shall immediately notify the Disclosing Party in the event the Receiving Party learns of any unauthorized possession, use or knowledge of Confidential Information or materials containing Confidential Information (unless directed otherwise by law enforcement or court order) and will cooperate with the Disclosing Party in any proceeding against any third parties necessary to protect the Disclosing Party's rights with respect to the Confidential Information.

4. **Ownership.** The parties understand and agree that all Confidential Information disclosed pursuant to this Agreement is the sole and exclusive property of the Disclosing Party. Disclosure of Confidential Information shall not create any license to the Receiving Party of any

proprietary or other rights of the Agency or of Client, except as otherwise expressly provided herein.

5. **Term.** The term of this Agreement shall be for a period of three (3) years from the Effective Date or so long as there is an ongoing business relationship between the parties, whichever is longer. Either party may terminate this Agreement for any or no reason by giving sixty (60) days prior written notice to the other party. Expiration or termination shall not affect the Disclosing Party's rights or Receiving Party's obligations with respect to Confidential Information disclosure before such expiration or termination, and such rights or obligations will continue as long as Receiving Party has custody or control over the Disclosing Party's Confidential Information.

6. **Return or Destruction of Confidential Information.**

a. Upon termination or expiration of this Agreement or upon request of the Disclosing Party, all Confidential Information in tangible form including, without limitation, any memoranda, notes, summaries, excerpts and records and all copies thereof, shall be returned to the Disclosing Party or destroyed, and upon request of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with written confirmation of such destruction, signed by an officer of the Receiving Party. Notwithstanding the return or destruction of such Confidential Information, the Receiving Party and its employees and consultants will continue to be bound by their obligations hereunder.

b. Notwithstanding the foregoing, the Receiving Party shall not be obligated to return or destroy Confidential Information that (i) has been routinely archived or backed up in electronic records and is not reasonably returnable or reasonably capable of being destroyed, and/or (ii) is kept in order to demonstrate compliance with Receiving Party's legal or fiduciary duties; *provided* that any such Confidential Information so retained shall remain subject to the confidentiality provisions contained herein for so long as it is retained by the Receiving Party, irrespective of the term of this Agreement.

7. **Injunctive Relief.** The parties acknowledge that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or are an inadequate remedy. Therefore, the Disclosing Party shall be entitled to seek specific performance hereof or injunctive relief or both, in addition to any damages that the Disclosing Party may be legally entitled to recover, together with reasonable expenses of litigation, including attorneys' fees. Receiving Party further agrees to waive any requirement for the securing or posting of any bond in connection with seeking any such injunctive or equitable relief.

8. **Notices.** Any notice required to be given under this Agreement shall be deemed received three (3) days after mailing by registered or certified mail, return receipt requested, to the addresses of the parties set forth above, or to such other address as either of the parties shall have furnished to the other in writing for such purpose, provided it has been furnished in accordance with the requirements of this Paragraph 9.

9. **Invalidity and Waiver.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court or other governmental agency of competent jurisdiction, the parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement, and further agree to substitute for the invalid or unenforceable provision a valid/enforceable provision which most closely resembles the intent and economic effect of the invalid or unenforceable provision. Any failure of a party to enforce the

other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right subsequently to enforce such provision or any other provision of this Agreement.

10. **Representations and Warranties.** Company represents and warrants that the person signing this Agreement on the Company's behalf has full authority to execute this Agreement on its behalf and to bind the Company to the terms hereof.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (without giving effect to its choice of law principles) and each party agrees and consents to non-exclusive jurisdiction of the federal and state courts located in the State of Michigan, U.S.A.

12. **Entire Agreement and Execution.** This Agreement contains the entire understanding of the parties hereto with respect to the matters contemplated hereby, supersedes all prior written and oral communications and agreements relating to the subject matter hereof, and cannot be amended or modified, except in a writing duly accepted and signed by both parties. This Agreement may be executed by email PDF, signed digitized copies, or similar format shall bind Company to the terms and conditions of this Agreement with the same force and effect as if such PDF, digitized copy, or other similar format were an original signed copy of this Agreement.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized representative effective as of the Effective Date.

(Company)

By: John Cann

Name: _____

Title: _____

Date: _____