

Nondisclosure, Noncompetition and No Right to Discoveries

This Agreement is entered into this day of _____ (mm/dd/yyyy), by and between Tweddle Group Inc., a Michigan corporation (the "Company") and _____, ("Contractor").

RECITALS:

A. The Company and the Contractor are entering into and may in the future enter into contracts (collectively the "Contracts") which will be evidenced by Purchase Orders issued by the Company to the Contractor. Pursuant to the Contracts, the Contractor will provide certain goods and/or services to the Company.

B. As a precondition to the Company entering into the Contracts, the Contractor has agreed to be bound to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, and the mutual covenants and promises contained herein, the Contractor and the Company agree as follows:

1. Consideration. The Contractor agrees that the Company's sole consideration for the obligations of the Contractor contained in this Agreement is the Company's agreement to disclose or expose the Contractor to the Confidential Information, defined below, and the Company's entering into the Contracts with the Contractor. The Contractor further agrees that the consideration provided by the Contractor is adequate and legally sufficient.

2. Contractor's Acknowledgements. Contractor acknowledges that:

- (a) it will occupy a position of trust and confidence with the Company and will become familiar with the following, all of which constitute confidential information of the Company, (collectively the "Confidential Information"): (i) any and all trade secrets concerning the business and affairs of the Company, its product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing, fulfillment and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software, cell phone applications and other programs (including object code and source code), other computer software and database technologies, systems, structures and architectures (and related processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information of the Company and any other information, however documented, of the Company that is a trade secret within the meaning of Michigan's Uniform Trade Secrets Act, MCL 445.1902 et seq. and any other applicable trade secret law; and (ii) any of the items listed above which may not be deemed a trade secret and any and all information concerning the business and affairs of the Company (which includes historical financial statements,

financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials, however documented;

- (b) the business of the Company is international in scope;
- (c) the Company's products and services are marketed through the world;
- (d) the Company competes with other businesses that are or could be located in any part of the world;
- (e) the Company has required that Contractor agree to the restrictions contained in Sections 3, 4 and 5 of this Agreement as a pre-condition to the Company and the Contractor entering into the Contracts and/or the Contractor providing and goods or services to the Company;
- (f) the restrictions contained in Sections 3, 4 and 5 of this Agreement are reasonable and necessary to protect and preserve the Company's business and property; and
- (g) the Company would be irreparably damaged if Contractor were to breach this Agreement.

3. Confidential Information. Contractor acknowledges and agrees that all Confidential Information known or obtained by Contractor, whether before or after the date hereof, is the sole property of the Company. Contractor agrees that Contractor will not, at any time, disclose any Confidential Information to anyone unless authorized by the Company and for the sole purpose of Contractor fulfilling its obligations pursuant to the Contracts or use for its own account or for the benefit of any third party any Confidential Information, whether Contractor has such information in Contractor's memory or the information is embodied in writing or other physical form unless and to the extent that the Confidential Information is or becomes generally known to and available for use by the public other than as a result of Contractor's fault or the fault of any other party bound by a duty of confidentiality to the Company. Contractor agrees to deliver to the Company, upon the Company's request, all documents, memoranda, notes, plans, records, reports, and other documentation, models, components, devices, computer software or cell phone applications whether embodied in a disk or in other form (and all copies of all of the foregoing), relating to the businesses, operations, or affairs of the Company and any other Confidential Information and/or Discoveries that Contractor may then possess or have under Contractor's control.

4. Noncompetition. Contractor agrees that during the term of any Contract and for the three (3) year period following the termination or expiration of the last of the Contracts, to not for any reason whatsoever within any geographic market the Company then does business in or has plans to business in, directly or indirectly through intermediaries or other persons or entities, either as an owner, shareholder, director, officer, agent, consultant, representative, investor, partner, contractor or on behalf of any other person or entity, or otherwise: (i) contact for any business purpose, solicit or attempt to solicit any customer, agent, representative or contractor of Company; (ii) interfere with or attempt in anyway to disrupt any relationship or

agreement between the Company and any of its customers, contractors, agents, representatives or others doing business with the Company; or (iii) engage in any activity which would be competitive with Company's business other than the Existing Work, defined below. For purposes of this Section 4, a "customer" of the Company shall include any person or entity who the Company has, directly, indirectly or through intermediate parties, sold or offered products or services to, done business with, given any bid, estimate or quotation to, or otherwise solicited or contacted (or made plans or proposed to solicit or contact) in any manner whatsoever, during the thirty-six (36) month period prior to the date of the expiration or termination of the last of the Contracts. In the event that any court of competent jurisdiction shall determine that part or all of this Section 4 is unenforceable or invalid due to the scope of the activities restrained, the geographical extent of the restraints imposed, the duration of the restraints imposed or otherwise, Contractor and the Company expressly agree and stipulate that the provisions of this Section shall be enforceable to the extent permitted by law.

The Company acknowledges that the Contractor has existing relationships with its other customers pursuant to which the Contractor provides and will continue to provide goods and/or services which may be deemed to be competitive with the Company's business (the "Existing Work"). The Company agrees that Contractor shall not be deemed to be in breach of this Section 4 for continuing to provide the Existing Work to such other customers of the Contractor. In addition, the Company agrees that the Contractor may provide goods and/or services to those entities listed on the attached Exhibit A without breaching the restrictions contained in this Section 3.

5. No Right to Inventions, Discoveries, etc. Contractor agrees that any and all inventions, know-how, discoveries and/or any intellectual or other property developed, improved or modified, whether or not patentable or copyrightable, and any other rights in any property (of whatever kind or nature) that are created by or participated in by the Contractor in connection with the Contractor's fulfillment of its obligations pursuant to the Contracts or that relate in any way to the existing or reasonably foreseeable business interests of the Company (the "Discovery" or "Discoveries") shall be owned exclusively by the Company. The Company shall have no obligation, directly or indirectly thru any of its direct or indirect licensees, to designate Contractor as author, inventor, etc of any Discovery when distributed publicly or otherwise, nor to make any distribution. Contractor agrees to disclose promptly and fully in writing to the company all Discoveries. Contractor hereby waives and releases all rights to any Discoveries and any income in any way derived from the Company's use and/or sale of the Discoveries. Contractor, if necessary to protect/document the Company's rights, agrees to execute an assignment or other instrument approved of by the Company documenting the Company's exclusive ownership of a Discovery.

6. Action Upon Termination. Upon the termination or expiration of the Contracts for any reason whatsoever, Contractor agrees to: (i) promptly deliver to the Company all Confidential Information, Discoveries, all copies and summaries thereof and all other materials of a secret or confidential nature relating to the Company's business that are in Contractor's possession or control; (ii) or destroy all materials generated by Contractor that include or refer to any part of the Confidential Information without retaining any copies.

7. **Equitable Relief.** Because the Company does not have an adequate remedy at law to protect its business from Contractor's competition or to protect its interests in the Confidential Information, Discoveries and its otherwise proprietary information and assets or for the Contractor's breach of any term or condition contained in this Agreement, the Company shall be entitled to injunctive relief, in addition to such other remedies and relief that would, in the event of a breach of the provisions of this agreement, be available to the Company. In the event of such a breach, in addition to any other remedies, the Company shall be entitled to receive from Contractor payment of, or reimbursement for, its reasonable attorney fees and disbursements incurred in enforcing any such provision.

8. **Binding Effect; Assignment.** This agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns, and Contractor, his/her estate, legal representative, heirs, and distributees.

9. **Governing Law.** This agreement shall be deemed to be made under and shall be construed in accordance with the laws of the State of Michigan applicable to agreements made and fully to be performed in that state, without giving effect to its conflicts of laws provisions.

10. **Severability.** If any terms hereof or the application thereof to any person or circumstance shall be determined to be null and void, ineffectual, invalid, or unenforceable by any competent tribunal, the remaining terms hereof or the application of such term to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

11. **Waivers.** The waiver by either party of a breach by the other party of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach.

12. **Notices.** Any notice required to be given or made to a party hereunder must be in writing and delivered in person or sent by certified, United States first class mail, return receipt requested, to the address of each party appearing below its signature hereto. Addresses for notice purposes may be changed by giving notice of the new address.

13. **Amendment.** No modification or amendment hereto shall be effective unless made in writing, signed by the party to be charged.

14. **Entire Agreement.** This agreement and any employment agreement contain the entire understanding between and among the parties concerning the matters herein, and supersede any prior understandings and agreements between and among them respecting the subject matter of this agreement. In the event of any conflict between this agreement and that employment agreement, the terms of this agreement shall control unless that employment agreement was entered into after the date hereof.

IN WITNESS WHEREOF, the undersigned have duly executed this agreement the day and year first above written.

WITNESSES

TWEDDLE GROUP, INC.

By: _____

Its: _____

Address: Attn: _____

CONTRACTOR

By: _____

Its: _____

Address: Attn: _____

EXHIBIT A

Exceptions to Noncompetition Provision