

Confidentiality Agreement

THIS MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into as of [effective date] (the "Effective Date"), by and between CU*ANSWERS, INC., a Michigan cooperative, whose address is 6000 28th Street SE, Suite 100, Grand Rapids, Michigan 49546, and [REPLACE WITH NAME], a [replace with type], whose address is [replace with address].

RECITALS

- A. The parties are winding down a business relationship and/or certain transactions (collectively, the "Transaction").
- B. The parties may exchange certain Confidential Information (defined below) in connection with the proposed Transaction.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

- (a) The term "Disclosing Party" refers to each party providing Confidential Information to the other party, all of such providing party's affiliates, and all of such providing party's and its affiliates' respective officers, directors, shareholders, members, managers, equity owners, agents, representatives, or advisors (collectively, the "Representatives").
- (b) The term "Recipient" refers to each party receiving Confidential Information from the other party, any of such receiving party's affiliates, and all of such receiving party's and its affiliates' respective Representatives.
- (c) The term "Confidential Information" includes written information marked as "Confidential", "Proprietary", or a similar legend, or is Trade Secret information as defined under 18 USC § 1839.
- (d) The term "Residual Information" means the ideas, know-how, methods, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the Confidential Information of the Disclosing Party, as a result of such person's access to, use, review, evaluation, or testing of the Confidential Information of the Disclosing Party. A person's memory is "unaided" if such person has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

2. Purpose.

Discloser is providing Confidential Information solely for the purpose of enabling Recipient to complete the Transaction. Recipient expressly agrees to refrain from trading on or otherwise using Confidential Information for personal gain.

3. Restrictions on Disclosure.

Without Discloser's prior written consent, Recipient shall not do any of the following:

- (a) Disclose to any third party the fact that Discloser has provided any Confidential Information to Recipient.
- (b) Disclose to any third party the Confidential Information or any portion thereof.
- (c) Use Confidential Information for any purpose other than that stated in the paragraphs above, including without limitation decompiling, disassembling or reverse engineering any software that constitutes Confidential Information.
- (d) Recipient shall only disclose Confidential Information to those of its and its Affiliates' employees, accountants and attorneys who need to know such information in order to perform Recipient's obligations in connection with the Transaction (collectively, "Representatives"), or any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement in place sufficient to require that party to treat Confidential Information in accordance with this Agreement. Recipient will remain responsible for such parties' compliance with this Agreement. Recipient specifically agrees that it will not use any non-public personal information about Discloser's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act.

The foregoing obligations shall not apply to any Confidential Information that Recipient can demonstrate: (i) is or becomes publicly available without breach of this Agreement; (ii) Recipient rightly receives without obligation of confidentiality from a third party; or (iii) Recipient develops independently without reference to Confidential Information.

4. As Required by Law.

Recipient may disclose Confidential Information to the extent required by court order or pursuant to the rules and regulations of a governmental authority having jurisdiction over Recipient; provided, however, that prior to any such disclosure, unless prohibited by applicable law, Recipient shall comply with all of the following:

- (a) Notify Discloser promptly in writing so that Discloser may seek an appropriate protective order.
- (b) Cooperate with Discloser at Discloser's expense in any proceeding to obtain an appropriate protective order.

5. Standard of Care.

Recipient agrees to use the same care and discretion to avoid disclosure of Discloser's Confidential Information as it uses with its own similar information it does not wish to disclose, but in no event less than a reasonable standard of care. Recipient will promptly provide Discloser with notice of any actual or threatened breach of the terms of this Agreement or unauthorized disclosure of Discloser's Confidential Information. In addition to any and all remedies available to Discloser at law or in equity, Recipient agrees to take all reasonable measures, including but not limited to court proceedings at Recipient's own expense, to restrain its Representatives from unauthorized use or disclosure of Confidential Information.

6. No Further Rights Granted.

Nothing in this Agreement shall be construed as granting any right, title, grant, option, ownership, interest in, or license from one party to the other party relating to any Confidential Information, including, without limitation, any patents, copyrights, trademarks, trade secrets, or any other intellectual property. All proprietary rights (including, without limitation, all rights related to patents, copyrights, trademarks, or trade secrets) in and to the Confidential Information shall remain the property of Disclosing Party.

7. Term.

This Agreement shall expire one (1) year from the Effective Date. All obligations of the parties under this Agreement shall continue in force for a period of two (2) years after the expiration or termination of this Agreement, subject to the following:

- (a) With respect to any Confidential Information that constitutes a trade secret of the Disclosing Party, the rights and obligations of the parties shall survive the expiration or termination of this Agreement until such Confidential Information no longer constitutes a trade secret.
- (b) The provisions of Section 5 shall not expire and shall continue indefinitely. Expiration of the obligations of the parties pursuant to this section shall not affect the liability of any party for any breach of this Agreement prior to such expiration or termination.

8. Remedies.

Each party hereby acknowledges that a violation of this Agreement would result in irreparable harm to the other party and that damages would be an inadequate remedy. In addition to all other remedies available to a party, each party shall be entitled to equitable relief, including, without limitation, the right to obtain an injunction to secure the specific performance of this Agreement or to prevent a breach or contemplated breach of this Agreement, without any requirement that such party post a bond as a condition of such relief.

9. Notices.

All notices and demands required or permitted by this Agreement shall be in writing addressed to the relevant address set forth above or such other relevant address as may be specified in writing by the relevant party. All notices and demands required or permitted by this Agreement shall be deemed properly made through any of the following methods:

- (a) Upon personal delivery.
- (b) Three (3) days after deposit in the United States mail, postage prepaid, registered or certified mail.
- (c) One (1) day after deposit with a recognized overnight courier, postage prepaid. Proof of sending any notice, demand, or payment shall be the responsibility of the sender.

10. Miscellaneous.

This Agreement and the rights and obligations of the parties under this Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. To the extent permitted under applicable law, any and all actions concerning any dispute arising under this Agreement shall be filed and maintained in the Circuit Court of Kent County, Michigan or the Federal District Court for the Western District of Michigan. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and

irrevocably waive any objections any party may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns. Each party agrees to cause any purchaser or assignee of its intellectual property subject to this Agreement or a successor to its business to expressly agree to be bound by the provisions of this Agreement and to deliver to the other party an executed instrument, which will be in a form reasonably satisfactory to the other party, evidencing the purchaser's or assignee's agreement to be so bound no later than the date of consummation of the applicable transaction. This Agreement cannot be amended, altered, supplemented or modified, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced. No provision of this Agreement shall be waived by any party, unless such waiver is in a writing, signed by a duly authorized representative of the party against whom such waiver is sought to be enforced. A waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement. If any portion of this Agreement is found to be invalid or unenforceable for any reason, any court or other tribunal adjudicating the rights and duties of the parties under this Agreement shall alter, modify, or strike portions of the Agreement so that it will be enforceable to the fullest extent permitted by law and consistent with the intent and purpose of the parties. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications, and understandings and all prior oral and written communications, agreements, and understandings between the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts (including via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CU*ANSWERS, INC.

REPLACE WITH NAME

Geoff Johnson
CEO

[Replace With Name]
[Replace with Title]

Date

Date