

MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: [_____]

This Agreement is entered into between **LSPEDIA, Inc.**, a Michigan corporation, with offices located at 31555 14 Mile Road, Ste 310, Farmington Hills, MI 48334 ("Company") and **[Entity Name]**, a [state] [company structure], located at [address] ("Entity") (collectively, the "Parties").

1 DEFINITIONS

- **Confidential Information:** Any proprietary, non-public, or confidential data disclosed by either Party related to business operations, products, services, financials, pricing, clients, technical or business strategies, or any other sensitive information.
- **Proprietary Information:** Includes but is not limited to software, databases, intellectual property, internal systems, procedures, and trade secrets.
- **Affiliate:** Any entity directly or indirectly controlling, controlled by, or under common control with either Party.

2 OBLIGATIONS

- **Confidentiality:** Each Party agrees to protect the Confidential and Proprietary Information of the other with the same degree of care as it protects its own confidential information, but in no event with less than reasonable care.
- **Restricted Use:** Confidential Information may only be used for the purpose of evaluating or furthering the Business Purpose and must not be disclosed to any third party without the prior written consent of the Disclosing Party.
- **Non-Solicitation:** Neither Party shall, directly or indirectly, solicit or hire the other Party's employees, contractors, or consultants for a period beginning on the Effective Date of this Agreement and continuing for two years after its termination.

3 EXCLUSIONS FROM CONFIDENTIALITY

The obligations in this Agreement do not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party.
- Is disclosed to the Receiving Party by a third party not bound by any confidentiality obligation.
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

4 RETURN OF INFORMATION



Upon the Disclosing Party's request, the Receiving Party agrees to promptly return or destroy all Confidential Information, including all copies, and certify such actions.

5 NO WARRANTY

The Disclosing Party makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information.

6 BUSINESS RELATIONSHIP

This Agreement does not create any obligation for the Parties to enter into any business transaction, partnership, or other arrangement.

7 LIABILITY FOR BREACH

A breach of this Agreement may cause irreparable harm, entitling the Disclosing Party to seek equitable relief, including injunctive relief, in addition to any monetary damages, including reasonable attorneys' fees incurred in enforcing the terms of this Agreement.

8 MISCELLANEOUS

- **Term:** This Agreement is effective as of the Effective Date and shall remain in effect for two (2) years, unless terminated earlier by either Party in writing or upon the mutual written agreements of the parties. The confidentiality obligations shall survive indefinitely for any Confidential Information disclosed prior to termination.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in Oakland County, Michigan.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, or agreements, whether written or oral, relating to confidentiality between the Parties.
- **Modification:** This Agreement may only be amended by a written document signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first above written.

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| LSPEDIA, Inc. | [Entity Name] |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |