

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (the "Agreement") is made and entered into effective as of _____th day of _____, by and between:

Company

Gumro & Associates, Inc.

69 Squirrel Court

Auburn Hills, MI 48326

Recipient

In consideration of the mutual covenants and conditions contained herein, to induce the Company to provide certain information to Recipient and for other and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. *Definition of Confidential Information.* As used herein, the term "Confidential Information" shall collectively refer to all information or material heretofore or hereafter disclosed or provided to Recipient or Recipient's affiliates, directors, officers, employees, agents, or representatives whether written, electronic, oral, or any other medium concerning any aspect of the business or affairs of the Company or its subsidiaries, or the Customers of Company, which shall be, in each circumstance, clearly stated by the Company to Recipient as confidential, including without limitation, (i) any information or materials pertaining to any transportation, rates, or logistics plans or agreements and/or (ii) any information or material pertaining to any purchasing, financial, or sales information, manufacturing requirements, designs, customer lists, methods, applications, processes, technology, know-how, specifications, drawings, techniques, or materials of Company or the Customers of Company, including modifications, improvements, or extensions thereof whether or not reduced to tangible form, relating to the businesses of the Company or Customers of Company, whether or not marked or designated as "Confidential," "Proprietary," or the like, in any form, including but not limited to, electronic or optical data storage and retrieval mechanisms regardless of whether any such information is protected by applicable trade secret or similar laws. Confidential Information also includes any notes, analyses, compilations, studies, or other material or documents prepared by Recipient, which contain, reflect, or are based, in whole or in part, on the Confidential Information.

Confidential Information shall not include information or material that (a) is publicly available or becomes publicly available (other than information that becomes publicly available through the action or fault of Recipient in violation of the terms of this Agreement); (b) was already in Recipient's possession or known to Recipient prior to being disclosed or provided to Recipient by or on behalf of the Company as reflected in writing in Recipient's files, provided that the source of such information or material was not bound by a contractual, legal, or fiduciary obligation of confidentiality to the Company or any other person; (c) was or is obtained by Recipient from a third party, provided that such third party was not bound by a contractual, legal, or fiduciary

obligation of confidentiality to the Company or any other party with respect to such information or material; or (d) is an analysis or other document prepared by the Recipient without use of the Confidential Information as reflected in writing in Recipient's files.

2. *Restrictions on Disclosure.* Recipient does hereby covenant and agree with the Company as follows:

2.1 *Nondisclosure.*

(a) Recipient shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity, (i) any information about any potential business relationship or transaction between Recipient and the Company ("Transaction"), the existence of this Agreement or any other agreement, or the fact that Recipient has received the Confidential Information or (ii) the Confidential Information, except to the Recipient's directors, officers, employees, managers, members, partners, representatives, or agents, including, without limitation, its attorneys, consultants, lenders, potential investors, and financial advisors ("Representatives") to whom disclosure is reasonably necessary in connection with the Transaction and who shall be advised by Recipient to observe the terms of this Agreement, and except as otherwise consented to in writing by the Company. Recipient shall take all actions reasonably necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed by the Recipient to any person or entity except in accordance with the terms of this Agreement.

(b) Recipient agrees not to contact any employees, customers, or suppliers of the Company or its affiliates, with respect to the Transaction, without the prior written consent of James D. Gumro on behalf of the Company.

(c) In the event that Recipient or its Representatives are requested or required (by applicable law, rule, or regulation, oral questions, interrogatories, requests for information, documents in legal proceedings, subpoena, civil investigative demand, or FOIA request or other similar process) to disclose any of the Confidential Information, Recipient shall provide the Company with prompt notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, Recipient or its Representatives are, nonetheless, in the opinion of its legal counsel, legally compelled to disclose Confidential Information, Recipient or its Representatives may without liability hereunder disclose only that portion of the Confidential Information which such counsel advises Recipient or its Representatives are legally required to be disclosed, provided that Recipient or its Representatives, as the case may be, shall use all reasonable efforts to preserve the confidentiality of the Confidential Information, including, without

limitation, by cooperating with the efforts of the Company (at the Company's expense) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

2.2 *Ownership.* The Confidential Information is owned solely and exclusively by the Company or the Customers of Company respectively, shall remain the exclusive property of the Company or Customer, and Recipient shall have no right, title, or interest in or to any of the Confidential Information or any material developed therefrom. The Recipient is not granted a license with regard to the Confidential Information, and this Agreement does not authorize or imply any rights of use of the Confidential Information other than as expressly set forth herein. The Recipient acknowledges and agrees that it is acquiring only the right to use the Confidential Information as set forth herein.

2.3 *Recipient's Representatives.* All of the Recipients, subsidiaries, affiliates, directors, officers, and employees shall be included within the definition of the term "Recipient" for purposes of this Agreement and shall be bound by the terms and conditions of this Agreement. Recipient shall be responsible for any failure of its Representatives to observe the terms of this Agreement.

3. *No Solicitation or Hiring of Employees.* Except with the express written consent of James D. Gumro on behalf of the Company, Recipient will not directly or indirectly, for a period commencing on the date of this Agreement and ending on the date which is twenty-four (24) months following the date of this Agreement, (a) induce any person who is an employee of the Company to terminate said relationship with the Company or to engage in activities prohibited under this Agreement (for purposes of this Agreement, the term "induce" shall not be deemed to include general solicitations of employment by advertisement in trade journals or publications of general solicitation not specifically directed towards the employees of the Company); or (b) employ or assist in employing, or otherwise associate as an active participant in business with any person who has been employed by, or who has acted as any director or officer of the Company at any time within a period of one (1) year, immediately before the commencement of such employment or association in business with Recipient.

4. *Return of Confidential Information.* Recipient shall, at any time upon the request of the Company, immediately return to the Company (or, with the prior agreement of Company, destroy and provide the Company with written confirmation of such destruction) all Confidential Information (including notes, writings, and other material developed therefrom by Recipient) and all copies thereof and retain none for its files. Notwithstanding such return, Recipient shall promptly destroy all memoranda, notes, and other writings prepared by Recipient or on its behalf based upon the Confidential Information, and Recipient shall provide certification of any appropriate officer to the effect that Recipient has fully complied with the requirements of this Section. Recipient will not make any copies of the Information except to the extent required in connection

with its evaluation. All of the provisions of this Agreement shall survive the return of the Confidential Information to Company for the term of this Agreement.

5. *No Representations or Warranties; Extent of Disclosure.* The Confidential Information is being provided to Recipient “as is” and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the Confidential Information. In no event shall the Company or its affiliates or any of their respective directors, officers, employees, agents, or representatives have any liability to Recipient relating to or arising out of any use of the Confidential Information. The Company is under no duty or obligation to provide Recipient with access to any information, and nothing herein is intended to impose any such obligation upon the Company or its representatives.

6. *Definitive Agreement.* Recipient understands and agrees that no contract or agreement providing for any transaction involving the Company shall be deemed to exist between Recipient and the Company unless and until a final definitive agreement (or such other definitive documentation as is agreed to by the Company) has been executed and delivered. Recipient also agrees that unless and until a final definitive agreement between Recipient and the Company has been executed and delivered, neither Recipient nor the Company will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein. The Company reserves the right, in its sole discretion, to reject any and all proposals made by Recipient and to terminate discussions and negotiations with Recipient at any time.

7. *Equitable Remedies.* Recipient hereby agrees that its failure to perform or observe any obligation or duty to which it has agreed under this Agreement may cause irreparable harm to the Company or its Customers, and that any such failure by Recipient cannot be adequately compensated for by money damages. It is further agreed by Recipient that an order of specific performance or for injunctive relief against Recipient in the event of a breach or threatened breach or default under the terms of this Agreement would be equitable and would not work a hardship on Recipient. Accordingly, in the event of a breach or threatened breach or default by Recipient hereunder, the Company, without bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against, Recipient, with respect to the failure or threatened failure of Recipient to perform or observe any obligation or duty herein.

8. *Indemnification.* Recipient agrees to indemnify and hold the Company harmless from and against any and all claims, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to the breach or threatened breach of this Agreement by the Recipient.

9. *Governing Law: Forum.* This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of the State of

Michigan, without giving effect to the principles of conflicts of law thereof. Recipient consents and agrees that all disputes arising out of or related to this Agreement may be heard and determined only by federal or state trial courts located in Wayne County, Michigan or the Eastern District of Michigan, Southern Division as may be appropriate, or any appellate courts having jurisdiction over such trial courts. Recipient expressly submits and consents to the jurisdiction of such trial courts and waives any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens. Recipient waives personal service of the summons, complaint, or any other process issued in any such action and agrees that service may be made by registered or certified mail to Recipient and that service so made shall be deemed completed upon the Recipient's actual receipt thereof.

10. *Reasonableness of Restrictions.* Recipient agrees that it has carefully considered the nature and extent of the restrictions upon it and the rights and remedies conferred upon the Company under this Agreement and hereby acknowledges and agrees that the covenants contained in this Agreement are supported by good and valuable consideration, are reasonable in time, and are reasonably necessary to protect the legitimate business interests of the Company.

11. *Term.* The obligations set forth in this Agreement shall terminate two (2) years from the date hereof.

12. *Assignment.* This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns, but this Agreement shall not be assignable by Recipient without the prior written consent of the Company.

13. *Entire Agreement.* This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof between the parties and shall continue in full force and effect until terminated in writing by the parties.

14. *Headings.* The section headings used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

15. *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be invalid, illegal, or unenforceable under any applicable Michigan law or rule, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement.

16. *Amendment; Waiver.* This Agreement may not be modified or amended and no provision hereof may be waived, in whole or in part, except by a written agreement signed by the party making such waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a

waiver of any other provision or any subsequent breach or default of the same or similar nature.

17. *Facsimile Signatures.* This Agreement may be signed by facsimile copy, and any such facsimile shall be considered an original.

18. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

Company:
Gumro & Associates, Inc.

Recipient:

By: _____

By: _____

Name: _____

Title: _____