



new eagle

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Proprietary Information Agreement

Between **New Eagle, LLC**

AND \_\_\_\_\_

This Agreement is effective the \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as "Company"), an organization, having its principal office at \_\_\_\_\_, and **New Eagle, LLC**, and affiliated companies to include but not limited to New Eagle Consulting, LLC and New Eagle Products, Inc., organized and existing under the laws of the State of Michigan and with an address of 110 Parkland Plaza, Ann Arbor, MI 48103 (hereinafter referred to as "**New Eagle**").

Whereas, **New Eagle** and Company wish to discuss business opportunities of mutual benefit; and

Whereas, In these discussions by **New Eagle** and Company it may become necessary for each Party to disclose information to the other Party that it regards as being of a confidential or proprietary nature including, but not limited to, products, processes, formulas, data and know-how, software, documentation, program files, drawings, source and object code, standards, specifications, financial data, development and marketing plans, forecasts, employee information, customer lists, customer information, vendor information and product information (defined below as "Proprietary Information"). Whereas, Company and **New Eagle** (collectively referred to as the "Parties") desire to provide a procedure for the exchange of such Proprietary Information;

NOW, therefore, in consideration of the mutual obligations contained herein, Company and **New Eagle** hereby agree as follows:

1. The exclusive points of contact with respect to the transmission and control Proprietary Information exchanged between Company and **New Eagle** hereunder are designated by the respective Parties as follows:

**Company Name**

\_\_\_\_\_  
**New Eagle, LLC**  
Richard C. Swortzel  
110 Parkland Plaza  
Ann Arbor, MI 48103

Either Party may change its point of contact upon written notice to the other Party.

2. As used in this Agreement, the term "Proprietary Information" means information or physical material not generally known or available outside its industry of principal use or information or physical material entrusted to **New Eagle** and Company by third parties.

This includes but is not limited to, Inventions confidential knowledge, copyrights, product ideas, techniques, processes, formulas, object codes, biological materials and/or any other information of any type relating to documentation, laboratory notebooks, data, schematics, algorithms, flow charts, mechanisms, research, manufacture, improvements, assembly, installation, marketing, forecasts, sales, pricing, customers and/or cost of other financial data concerning any of the foregoing. Proprietary Information may be contained in material such as drawings, samples, procedures, specifications, reports, studies, customer or supplier lists, budgets, cost or price lists, compilations or computer programs, or may be in the nature of unwritten knowledge or know-how.

3. **New Eagle** and Company agrees to use reasonable care to hold in confidence and not disclose any and all Proprietary Information disclosed by either party hereunder. The obligations of each Party receiving Proprietary Information shall extend for three (3) years from the initial date of disclosure hereunder. Each party shall use the Proprietary Information only for and to the extent required to accomplish the Purpose of this Agreement. The Parties shall only disclose the Proprietary Information to those employees of their companies who have a legitimate business need for such information and only for and to the extent required to accomplish the Purpose of this Agreement. Notwithstanding the foregoing, **New Eagle** is a collaborative organization often cooperating with other participants in efforts for the same Purpose and may disclose Proprietary Information to the cooperating and collaborative organizations provided that they are obligated to **New Eagle** under terms at least as restrictive as those contained in this Agreement not to disclose Proprietary Information to any third party.



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4. Upon termination of the business relationship between **New Eagle** and Company, or upon an earlier request from either party will return or deliver to **New Eagle** and Company all tangible forms of Proprietary Information in their possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof.
5. Proprietary Information does not include Information which:
  - a. Is published or otherwise in the public domain through no fault of the receiving party; or
  - b. Can be demonstrated by the receiving party to have been in its possession prior to receipt under this Agreement; or
  - c. Is obtained by the receiving party without restriction from a third party; or
  - d. Is independently developed by the receiving party by individuals who have not had either direct or indirect access to such information; or
  - e. Is disclosed by the receiving party to a third party with the written approval of the disclosing party without restriction.
6. Neither Party shall be liable to the other for the disclosure of Proprietary Information that is obligated to be disclosed by order of a court of competent jurisdiction.
7. The validity, interpretation, and effect of this Agreement shall be governed by the laws of the United Kingdom. Suit under this Agreement shall only be brought in a court of competent jurisdiction in the United Kingdom.
8. Neither party shall assign, nor in any manner transfer, any Proprietary Information received hereunder or its interests in this Agreement or any part hereof, without first obtaining the prior written approval of the other party.
9. A receiving party shall not be liable for accidental or inadvertent disclosure or use of Proprietary Information received pursuant to this Agreement, if such receiving party shows that the standard of care as stated herein was employed in the protection and handling of the disclosing party's Proprietary Information, and that upon discovery, the receiving party made a reasonable effort to retrieve any such accidentally or inadvertently disclosed Proprietary Information and took such additional measures as may reasonably have been required under the circumstances to prevent any further unauthorized disclosure and use of the disclosing party's Proprietary Information.
10. In furnishing any information hereunder, the disclosing Party makes no warranty, guarantee, or representation, either expressed or implied, of its adequacy, accuracy, sufficiency or freedom from defects or that the use or reproduction of any information shall be free from any patent, trade secret, trademark or copyright infringement. The disclosing Party shall not be liable in damages of whatever kind or for any costs, expenses, risks, or liabilities as a result of the other Party's receipt or use of, or reliance on, any such information furnished hereunder.
11. This agreement contains the entire understanding between the Parties concerning the exchange of Proprietary Information relative to the Subject Matter stated herein, and supersedes any prior agreements, oral or written. This Agreement may not be modified, except by written amendment duly executed by an authorized representative of each party. All authorizations and notices hereunder shall be forwarded to the point of contact identified in this Agreement.
12. Nothing in this Agreement shall grant to a Party the right to make commitments of any kind for, or on behalf of, another party. This Agreement is not intended to be, nor shall it be construed as, a joint venture, teaming relationship, partnership, license agreement or other formal business arrangement.
13. If any provision of this Agreement shall be held invalid or unenforceable, such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
14. This Agreement inures to the benefit of and is binding upon successors and assigns of the Parties.
15. This Agreement may be signed in one or more counterparts (including faxed copies) each of which shall be deemed on and the same original.



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16. Each Party agrees that with respect to this Agreement it will strictly follow all laws and regulations, including those pertaining to the export of technical data from the United States.

IN WITNESS WHEREOF, **New Eagle** and Company have caused this Agreement to be executed by their duly authorized representatives.

\_\_\_\_\_

**New Eagle, LLC**

By: \_\_\_\_\_

By:

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: