

CONFIDENTIALITY AGREEMENT

Agreement: This Agreement is executed between Michael Ayoub and Ayoub Holdings for Nathaniel James Consulting, its subsidiaries, parents, successors, hereby assigned (“Consultant”), and , hereby assigned, (“Client”), effective _____, as consideration for the establishment and/or continuation of their consultant/employment relationship and sharing of Confidential Material.

The parties agree as follows:

Length of Agreement: This Agreement begins retroactively to the beginning of Consultant’s relationship with Client and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.

Representation and Warranties: Consultant represents and warrants that their relationship with Client will not cause or require he/she/it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, Client or entity. Further, Consultant acknowledges that a condition of this relationship is that he/she/it has not brought and will not bring or use in the performance of his/her/its duties at Client any proprietary or confidential information, whether or not in writing, of a former employer without that employer’s written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach.

Confidentiality: Consultant hereby acknowledges that Client has made, or may make, available to Consultant certain confidential and/or Proprietary Information without limitation, including trade secrets, inventions, patents, and copyrighted materials (collectively, the “Confidential Material”). Consultant acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Client to maintain its secrecy and confidentiality. Except as essential to Consultant’s obligation under this Agreement, Consultant shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Consultant further promises and agrees not solicit Customers or potential Customers of the Client, after the termination of this Agreement, while making use of Client’s Confidentiality Material.

Consultant shall comply with any reasonable rules established from time to time by Client for the protection of the confidentiality of any Proprietary Information. Consultant shall promptly and fully disclose to Client, in confidence (a) all Proprietary Information that Consultant creates, conceives or reduces to Consultant in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by Consultant within one year after termination of this Agreement, including but not limited to materials and methodologies involved.

Consultant hereby assigns to Client all releases and discharges Client, any affiliate of Client and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Consultant arising out of, or relating to, any Propriety Information.

Execution of Instruments: During employment by Client, upon request and without compensation other than as herein provided but at no expense to Consultant, Consultant shall execute any documents and take any action Client may deem necessary or appropriate to effectuate the provisions of this Agreement. Consultant further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Client, but if Consultant is called upon for such assistance after termination of employment, Consultant is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Client.

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Continuing Effects: Consultant's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above.

Notice to Consultant: This Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Client was used and that was developed entirely on Consultant's own time and:

Severable Provisions: The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

Attorneys' Fees: In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses.

Modifications: This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

Waiver: Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

Jurisdiction and Venue: This Agreement is to be construed pursuant to Laws of the State of Michigan. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Michigan, County of Macomb.

Receipt of Copy: Consultant hereby acknowledges that he/she/it has received a signed copy of this Agreement.

By:	_____	_____
	Client	Consultant
	_____	_____
	Address	Address
	_____	_____
	_____	_____
	_____	_____
	Date	Date