**Non-Disclosure, Non-Competition and Non-Circumvention Agreement**

THIS NON-DISCLOSURE, NON-COMPETITION AND NON-CIRCUMVENTION AGREEMENT (this “Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_, as an [independent consultant (“Recipient”)] and Golden Products and Services, LLC., and/or its affiliated companies, joint ventures, subsidiaries, and the successors and assigns of these entities (the “Owner”).

AGREEMENT

In consideration of the Recipient’s relationship with the Owner, the Recipient agrees to the following:

1. Confidential Information. Recipient acknowledges and agrees that during his/her/its relationship with the Owner, he/it will be exposed to confidential information and proprietary information and trade secrets of the Owner. Recipient further agrees and acknowledges that all information, whether oral, audio, visual, electronic, digital, written or other format, which is seen by Recipient, given to Recipient, or received by Recipient via the Owner, either through an employee, member, manager or officer, or received from any other source, entity, or person/s affiliated with the device, designs, prototype, service, or product hereinafter referred to as the “Product”, is disclosed to Recipient in confidence and solely for the purpose of experimental use, and/or evaluation of one or more of the following: business case for JV, or purchase, sales and marketing, advertising, design, prototype, tooling, validation, equipment, process, production, distribution and sale (collectively, the “Confidential Information”).

Specific Product (s), or process involved is/are described as: Business evaluation data, contracts, cost models, prototypes, contacts, business planning information, customer lists, supplier lists, employees, material design and formulations, financial information, product and process designs, future designs, sales, marketing, distribution and advertising concepts.

1. Confidentiality/Non-Disclosure Obligation. The Confidential Information is considered to be confidential and proprietary to Owner and will not be utilized for financial gain by the Recipient without the express written consent of the Owner. All such Confidential Information, including any information attached hereto as an exhibit, and all information and third party contacts developed and introduced by the Owner to the Recipient of this document and or the Recipient’s company, employees, partners, or third parties to the Recipient related to the Product will be maintained by the Recipient as confidential and proprietary and will not be imparted to others without the express written consent of the Owner.
2. Rights to Confidential Information. Recipient further recognize and agree that all such information and ideas embodied therein disclosed to Recipient relating to the Product is the exclusive property of the Owner. It is expressly understood that Recipient will not use, or permit others to use or copy the information to the detriment of the Owner or to a profit by the Recipient without the express written consent of the Owner. Recipient expressly acknowledges the transfer of information under this Agreement is not a sale, or offer for sale, or a public use disclosure of information.
3. Return of Confidential Information. Upon the Owner’s demand, the Recipient shall return any written information and all physical media on which Confidential Information was received from the Owner, including any copies thereof, with a letter confirming that the information has in no way been reproduced or copied or that all copies have been returned. The obligations of the Recipient under this Agreement with respect to Confidential Information shall expire [five (5) years] after disclosure thereof.
4. Non-competition. Recipient agrees that during his/its relationship with the Owner, and for a period of [two (2)] years following termination of such relationship, and regardless of the reason for such termination whether voluntary or involuntary, Recipient will not, directly or indirectly, perform services, solicit to perform services, develop, manufacture, distribute, advertise, sell, provide production, or solicit to provide products that are similar to those services and/or Products offered by the Owner at the time of Recipient’s termination or that were contemplated at the time of Recipient’s termination of the relationship with the Owner, on behalf of Recipient or as an owner, representative, employee, agent, contractor or consultant of any business, individual or entity that competes with the Owner, or otherwise engage in any activity that is competitive with the Owner, in any geographic area in which Recipient has had any responsibility, was assigned to, or conducted any business on behalf of the Owner in the [two (2)] years prior to Recipient’s termination of the relationship with the Owner.
5. Non-Solicitation of Clients. Recipient agrees that during his/its relationship with the Owner, and for a period of [one (1)] year following termination of such relationship, and regardless of the reason for such termination whether voluntary or involuntary, Recipient will not, directly or indirectly, provide services to, solicit or engage in any business dealings with, or accept direct or indirect employment with, any client or potential client of the Owner.

For purposes of this Agreement, “client” of the Owner shall mean any individual, corporation, limited liability company, partnership, proprietorship, firm, association, or any other entity for which Recipient has sold or performed any services, or to which Recipient has been exposed through the Owner’s meetings or marketing efforts, during the [one (1)] year preceding Recipient’s termination of Recipient’s relationship with the Owner; and “potential client” shall mean any individual, corporation, limited liability company, partnership, proprietorship, firm, association or any other entity that Recipient has contacted, either orally or in writing, to sell and/or deliver services to, or to which Recipient has been exposed through the Owner’s meetings or marketing efforts, during the one (1) year preceding the date of my/our termination of Recipient’s relationship with the Owner.

1. Non-Solicitation of Employees. Recipient agrees that during its/his relationship with the Owner, and for a period of [one (1)] year following termination of such relationship, and regardless of the reason for such termination whether voluntary or involuntary, Recipient will not, directly or indirectly, hire any current or future employee of the Owner, or solicit or induce, or attempt to solicit or induce, any current or future employee of the Owner to leave the Owner for any reason.
2. Non-circumvention. Recipient hereby irrevocably agrees to not circumvent, avoid, or bypass Owner, either directly or indirectly to contact customers, business relationships, resources, sources of funds or others in order to distribute, disseminate or make use of for any purpose or a establish business relationships independent of the other party, so to avoid payment of fees, commissions or other benefits, either financial or otherwise.
3. Non-Disparagement. During and after Recipient’s relationship with the Owner, Recipient shall not make any comments to any individual or entity, including, without limitation, clients, customers, employees, financial or credit institutions, which could be construed as negative concerning the Owner. This section shall not be deemed to include pleadings or testimony under oath given in connection with any attempt to enforce the provisions of this Agreement.
4. Term of Agreement. Recipient agrees that Confidential Information shall not be disclosed for five (5) years after termination of this Agreement or the disclosure of such Confidential Information made under this Agreement, whichever term is shorter, except that the obligations of this Agreement will continue to apply to all trade secrets disclosed hereunder for so long as they remain trade secrets or are otherwise protected by applicable law, regulation or legal process. Information shall no longer be considered a trade secret or Confidential Information under this Agreement, even if the 5-year term herein has not expired, if the trade secret or Confidential Information 1) becomes industry known, or 2) is sold by the Owner to a third-party.  Either party may terminate this Agreement for any reason effective twenty (20) days after written notice to the other party; however, termination shall not relieve the parties of their obligations as set forth herein.
5. Irreparable Harm and Remedies/Damages. Recipient acknowledges that a violation of this Agreement would cause irreparable harm to the Owner for which no adequate remedy at law exists and that the Recipient therefore agrees that, in addition to any other remedies available, the Owner shall be entitled to injunctive relief to enforce the terms of this Agreement without having to post a bond. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees incurred in connection with any legal action arising out of this Agreement. Financial damages including, but not limited to lost customers, lost opportunities, lost revenue, lost profit, etc., resulting from a breach of this agreement by the Recipient, will be awarded to the Owner or to the Recipient from the breaching party though the laws of the State of Michigan.
6. Choice of Law; Entire Agreement; Waiver. This Agreement shall be governed by the laws of the State of Michigan, without regard to conflicts of laws principles. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and expressly supersedes all prior agreements, whether oral or written, relating to such matters. This Agreement shall not be modified by the parties except in writing and signed by Recipient and the Owner. No provision of this Agreement should be waived by any party hereto, unless such waiver is in 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. The restrictive covenants and obligations contained in this Agreement shall survive any termination or expiration of this Agreement.
7. Jurisdiction and Forum. Any action arising out of this Agreement or the relationship between the parties established herein shall be brought only in the State of Michigan courts of appropriate venue, or the United States District Court sitting in Michigan, and Recipient hereby consents to and submit myself/ourselves to the jurisdiction of such courts.
8. Savings Clause. It is expressly understood and agreed that although Recipient and the Owner consider the restrictions contained in this Agreement to be reasonable for the purpose of preserving the Owner’s Confidential Information, as well as the Owner’s customer relationships with both its prospective and existing customers, and its customer goodwill, if the aforesaid restrictive covenants are found by any court having jurisdiction to be invalid or unreasonable because they are too broad in any extent, then the restrictions herein contained shall nevertheless remain effective, but shall be deemed amended as may be considered to be reasonable by such court, and as so amended shall be enforced.
9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Owner and its respective successors and assigns, and upon Recipient and any of his heirs, administrators, personal representatives, successors and assigns, except that Owner’s duties hereunder may not be delegated.
10. Captions.Captions to paragraphs and sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.
11. Counterparts and Electronic Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

Agreed this \_\_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014.

By Recipient / Company Officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Title:

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

Golden Products and Services, LLC. Officer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Title:

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