

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into on this ____ of _____, 2015, by and between The RAQ, LLC, a Michigan limited liability company (the "Company"), and _____ ("Counterparty").

To pursue a potential business transaction between them, the Company and Counterparty recognize that there is a need for the Company to provide certain confidential information and for Counterparty to provide agreements to protect such confidential information. In consideration of the promises contained herein, the Company and Counterparty agree as follows:

1. Confidential Information. This Agreement shall apply to all confidential and proprietary information disclosed by the Company to Counterparty orally or in writing, including information disclosed prior to the date hereof, with respect to the Company's businesses, operations, proprietary technologies, business ideas, business plans and to all memoranda, books, papers, letters, data and other written materials and copies thereof which relate in any way to the Company's business and operations ("Confidential Information").

2. Nondisclosure. Counterparty agrees to hold the Confidential Information in strict confidence, to use it only for the purpose of pursuing a potential business transaction, and not to disclose such Confidential Information to any third party and to use its best efforts to protect such Confidential Information.

3. Limitation of Use. In the event that the transaction contemplated by this Agreement shall not be consummated, neither Counterparty nor the representatives or employees of Counterparty shall use any of the Confidential Information now or hereafter received or obtained with respect to any of the business or affairs of the Company in furtherance of its business, or the business of anyone else.

4. Return or Destroy. Upon the written request of the Company, Counterparty shall return to the Company, within ten days, all Confidential Information and all copies thereof if in written or other tangible form. Where impractical to return copies, such copies shall be destroyed. Within such ten-day period, if requested by the Company, an affidavit of Counterparty shall be delivered to the Company attesting to the return and destruction of all Confidential Information.

5. No License. Counterparty recognizes and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

6. Term. The confidentiality obligations imposed by this Agreement shall survive the termination of any relationship between Company and Counterparty, are continuous and are only subject to the limitations set forth in the laws of the State of Michigan.

7. Remedies. Counterparty agrees to indemnify and hold the Company harmless from any damages, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any disclosure by Counterparty or Counterparty's representatives of the Confidential Information other than as expressly permitted by this Agreement. In addition, because an

award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Agreement by Counterparty or Counterparty's representatives, and any such breach would cause the Company irreparable harm, Counterparty also agrees that, in the event of any breach or threatened breach of this Agreement, the Company will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to the Company.

8. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

9. Costs. Counterparty agrees that if it is held by any court of competent jurisdiction to be in violation, breach or nonperformance of any of the terms of this Agreement, then it will promptly pay to the Company all costs of such action or suit, including reasonable attorneys' fees.

10. Governing Law and Venue. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Michigan, excluding its conflicts of law provisions, to the fullest extent permitted by law. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in the U.S. District Court for the Eastern District of Michigan, in any action arising out of or relating to this Agreement, and waive any other venue to which either party may be entitled by domicile or otherwise.

11. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transaction shall be deemed to be their original signatures for any purpose whatsoever.

COMPANY:
THE RAQ, LLC

COUNTERPARTY:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____