

CONFIDENTIAL INFORMATION AGREEMENT

This Confidential Information Agreement (“Agreement”) is made effective the date this document is executed below, between Equity Group of Michigan, LLC., with its mailing address as PO Box 240, Byron Center, MI, which operates as a Merger & Acquisition, Consulting and Commercial Real Estate Firm (“Company” and/or “EGM”) and the companies and clients represented by EGM, AND _____ (“Prospect”) (collectively, the “Parties”).

Recitals

This Agreement is made with reference to the following facts and circumstances, all of which are true and are incorporated into the Agreement of the Parties:

- A. The Company’s client (“Business”) wishes to pursue a merger or sale.
- B. Prospect potentially desires to acquire Business and wishes to investigate whether to make an offer to either purchase Business or enter into any other transaction regarding Business (the “Investigation”).
- C. To conduct the Investigation, Prospect requires Information possessed by Company in relation to Business.
- D. Prospect agrees to the terms and conditions set forth in this Agreement as a precondition to the release of any Information pertaining to Business.

Agreement

The Parties agree as follows:

1. *Definitions.*

1.1 “Information” means any information, knowledge or material property of Business that:

- A. Prospect develops or obtains knowledge of or access to as a direct result of conducting the Investigation pertaining to the operation and profitability of Business; and/or
- B. Company releases to Prospect in connection with the Investigation (including any knowledge conceived, originated, discovered, or developed in whole or in part as a result of the release of such information).

The Information includes but is not limited to the following types of knowledge or similar data (whether or not reduced to writing):

- A. Plans and materials, marketing surveys and plans, purchasing information, price lists, pricing policies, quoting procedures, financial information, or other information relating to the manner in which Business conducts its business;
- B. Discoveries, inventions, concepts, and ideas, whether patentable or not, including, without limitation, the nature and results of research and development activities, techniques, know-how, and related documents and manuals;
- C. Any other materials or knowledge related to the services or activities of Business that are not generally known to others engaged in a similar activity;
- D. Any knowledge described above that Company treats as confidential or proprietary or designates as such; and
- E. The existence of talks for the potential purchase of Business by Prospect.

Notwithstanding anything in this Agreement to the contrary, the Information excludes the following:

- A. Any knowledge publicly available or in the possession of Prospect prior to the disclosure of the Information;
- B. Any knowledge developed independently of disclosure under this Agreement; and

C. Any knowledge obtained from a third party without any obligation of confidentiality or limitation of use regarding such knowledge and which Prospect had no actual or constructive knowledge that such knowledge was wrongfully obtained by or disclosed to the third party.

1.2 "Prospect" includes Prospect as well as its subsidiaries, officers, directors, shareholders, agents, employees, and assigns.

2. *Confidentiality.* Prospect shall at all times during the Investigation and thereafter hold any Information received, discovered or otherwise provided to Prospect in the strictest confidence. Prospect shall not directly or indirectly disclose any Information to any person, firm, or company or use any of the Information for any purpose except in the course of work for conducting the Investigation (for the avoidance of doubt, the Prospect shall be entitled to disclose Information to: (i) any governmental authority, as required by law or in relation to any court order; and (ii) to its professional advisors, contractors, capital providers and parties who need to know the information in relation to the Prospect's evaluation of the Information Prospect has obtained concerning Business).

3. *Remedy.* Prospect acknowledges that by reason of conducting the Investigation and having access to the Information pertaining to Business, Prospect has access to information that is not generally known to anyone other than any officer, shareholder, director, accountant, and/or attorney of Business and/or Company. As a result of the unique nature of the Information, Prospect acknowledges and agrees that Business and Company may suffer harm if Prospect fails to comply with any of the obligations under this Agreement and that Business and/or Company may not be adequately compensated through monetary damages. Therefore, Prospect consents to the entry of an order for equitable remedies, including, but not limited to, injunction(s) to remedy any actual or threatened breach of its obligations under this Agreement. These remedies are cumulative and in addition to all other remedies available at law or in equity. Additionally, both parties agree that in the event of a dispute in which a legal action is taken, the prevailing party shall be entitled to its attorney fees and directly incurred costs from the non-prevailing party.

4. *Termination of Investigation.* After completion of the Investigation, Prospect will destroy or deliver to Company all documents, electronic records, and electronic storage devices relating to the Investigation without making copies or summaries of any such Information. Notwithstanding the foregoing, if the Parties enter into a binding purchase agreement the Prospect may retain the Information, subject to the terms of the purchase agreement.

5. *Term of Investigation.* The term of the Investigation shall commence as of this Agreement's effective date and terminate one year from the date of this Agreement or upon written notice of termination by Prospect or Company. The Agreement may be extended for 90-day terms upon written agreement of the parties.

6. *Offer/Non-Offer.* Nothing in this Agreement shall be construed to be an acceptance of an offer to purchase and Company is free to engage in discussions with any other party at its discretion. Nothing in this Agreement shall bind the Prospect to make any offer (whether binding or non-binding) in relation to Business. The Prospect shall notify EGM as to whether it intends to make a non-binding offer in relation to the purchase of Business after its completion and evaluation of the Information.

7. *Non-Solicitation of Employees.* To the fullest extent permitted under applicable law, from the date of this Agreement until twelve (12) months after the termination of this Agreement, Prospect will not directly or indirectly solicit any of Company's or Business' employees to leave their employment, or attempt to solicit employees of Company or Business, either for Prospect or for any other person or entity. For the avoidance of doubt, any response by any of Company's or Business' employees to a bona fide, generally circulated, advertisement for employment which results in Company's or Business' employee(s) moving employment to the Prospect shall not be deemed to constitute solicitation by the Prospect for the purposes of this clause.

8. *Non-Solicitation of Company's Clients.* Prospect shall not, from the date of this Agreement until twenty-four (24) months after the termination of this Agreement, directly and/or indirectly attempt to solicit or enter into a transaction with Business without the direct involvement or the written consent of Company.

9. *Miscellaneous.*

9.1 This Agreement shall not be construed as an agreement by Company to provide continuous Information to Prospect or to continue the release of Information for any specific period.

9.2 This Agreement cannot be modified except by a writing that is signed by the Parties.

9.3 This Agreement shall be binding on the heirs, legal representatives, and assigns of the Parties.

9.4 This Agreement shall survive the Termination Date.

9.5 This Agreement shall be governed by the laws of the State of Michigan.

9.6 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had not been contained herein.

9.7 Notwithstanding anything to the contrary, nothing in this Agreement shall limit any rights Company has under any preexisting master services agreement with Prospect.

9.8 All information is provided by Business or other sources and is not verified in any way. Company is relying on Business or such other sources for the accuracy of said information; Company has no knowledge of the accuracy of said information, and makes no warranty, expressed or implied, as to the accuracy of such information. Understanding that, prior to potentially entering into any agreement to purchase Business, the Prospect shall conduct its own independent verification as it deems necessary in its sole discretion of said information. Prospect agrees and acknowledges that Company is not, and shall not be held responsible for the accuracy of any of the information received, or not received, from Company and/or Business in relation to Business.

9.9 The Prospect acknowledges that as part of any agreement that may exist between Business and Company, that Company may receive a fee from Business in respect of any potential sale or transaction consummated by Business.

I CERTIFY THAT I AM NOT A BROKER AND/OR REPRESENTING A 3RD PARTY. IF REPRESENTING A 3RD PARTY, EGM REQUIRES FULL DISCLOSURE AND 3RD PARTY TO EXECUTE A SEPARATE AGREEMENT.

By way of execution of this document below, prospect agrees to adhere to the terms and conditions set forth in this agreement.

Please fax back to EGM at 1.616.369.1173

Prospect

Date: _____ By: /s/ _____

Name-Printed: _____ It's: _____ (title)

Company Represented: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ E-mail _____
