



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (Date), between Younan Capital, LLC ("Disclosing Party") and _____ ("Receiving Party"). The Disclosing Party and the Receiving Party shall individually be referred to as a "Party" or collectively as the "Parties."

WHEREAS the Parties desire to enter into discussions regarding a possible negotiated transaction between them (the "Transaction"). In the course of their discussions, negotiations and due diligence regarding the Transaction, each Party may disclose information that is of a confidential and proprietary nature solely for the internal evaluation of the feasibility and desirability of the Transaction by the other Party (the "Permitted Use"). The Parties wish to protect the confidentiality of such information and prevent the intended or unintended disclosure of same.

For clarification, the investment opportunity is not intended for the Receiving Party to invest in Younan Capital, LLC. If the transaction completes, a new entity will be formed with all investors along with by-laws. Younan Capital, LLC typically manages and oversees all investments for a pre-negotiated market rate management fee before completing the purchase of the Transaction/Investment.

WHEREAS the Receiving Party understands that the Disclosing Party may disclose information concerning the Disclosing Party's business, operations, financial position, forecasts, investment policies and objective, strategies, marketing plans, product services, customers, markets, surveys, questionnaires, inventions, software, patents and other intellectual property, trade secrets and technical or proprietary data and methods used or developed and any written or oral plans, lists or other documentation regardless of how memorialized or communicated (including oral, written or electronic communications) by the Disclosing Party, whether furnished before or after the date hereof, whether prepared by the Disclosing Party, its Representatives (as defined below), or otherwise, whether or not marked as being confidential; all of which to the extent disclosed to the Receiving Party is hereinafter referred to as "Evaluation Material" of the Disclosing Party. The Evaluation Material shall include, without limitation, the existence and details of discussions between the Parties regarding a Transaction, the potential terms of any Transaction, the fact that either Party has provided or will provide Proprietary Information to the other Party and such other Party's Representatives (as defined below), and this Agreement.

NOW, THEREFORE, in consideration of the Parties' discussions and any access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. Certain Definitions.

As used in this Agreement:

"Affiliate" means, as to any Person, any other Person that controls, is controlled by, or is under common control with, such Person. For these purposes, "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Evaluation Material" means any information or data concerning the Disclosing Party or any of its Affiliates, the Transaction, whether in verbal, visual, written, electronic or other form, which is disclosed to the Receiving Party or to any of its Representatives, together with all notes, memoranda, summaries, analyses, compilations and other writings relating thereto that are prepared by the Receiving Party or by any of its Representatives. Notwithstanding the foregoing, "Evaluation Material" does not include information or data that the Receiving Party can demonstrate: (i) was independently developed by the Receiving Party or its Representatives without the benefit of the Evaluation Material and without violating any of the Receiving Party's or its Representatives' obligations under this Agreement; (ii) is or becomes available to the public, other than as a result of disclosure by the Receiving Party or its Representatives or any violation of Receiving Party's or its Representatives' obligations under this Agreement; or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and its Representatives, so long as that source, to the best of the Receiving Party's knowledge after due inquiry, is not bound by a confidentiality agreement with the Disclosing Party or any of its Affiliates and is not otherwise prohibited from disclosing such information or data to the Receiving Party.

"Person" means any individual, corporation, company, partnership, limited liability company, association, governmental organization or other legal entity.

"Representatives" means the partners, members, directors, officers, employees, agents, and advisors (including, without limitation, attorneys, accountants, investment bankers, investment professionals and consultants) of (i) a specified Party or (ii) of such specified Party's Affiliates.

2. Confidentiality, Use and Disclosure of Evaluation Material.

(a) Confidentiality and Use of Evaluation Material.

The Receiving Party agrees that all Evaluation Material shall be: (i) used by the Receiving Party or by its Representatives solely for the purpose of evaluating the Transaction; (ii) kept strictly confidential; and (iii) provided by the Receiving Party only to those of its Representatives to whom disclosure is needed in order to facilitate the Receiving Party's evaluation of the Transaction. All Evaluation Material is and shall remain the Disclosing Party's property. Without limiting the generality of the foregoing, the Receiving Party agrees that neither the Receiving Party nor any of its Affiliates or Representatives will use any Evaluation Material for any operational purpose, including the solicitation of customers, suppliers or employees. The Receiving Party further agrees to protect the Evaluation Material against unauthorized use or

disclosure with the same degree of care as the Receiving Party gives its own proprietary or confidential information. Before providing access to any Evaluation Material to any of the Receiving Party's Representatives, the Receiving Party shall inform such Representatives of the provisions of this Agreement [and instruct them to comply with such provisions] [and require them to agree in writing (a copy of which promptly must be delivered to the Disclosing Party) to abide by all of the terms included herein as if they were Parties hereto]. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives [as if such Representatives had been substituted for the "Receiving Party" as a Party and signatory to this Agreement]. The Receiving Party further agrees to reimburse, indemnify and hold harmless the Disclosing Party and its employees, officers, directors, agents, advisors and representatives (collectively, "Disclosing Party Representatives") from any damage, loss or expense incurred as a result of the use of the Confidential Information by the Receiving Party or by its Representatives or other recipients of Evaluation Material from the Receiving Party or from its Representatives contrary to the terms of this Agreement.

(b) Compulsory Disclosure of Evaluation Material.

If the Receiving Party or any of its Representatives is requested or required by legal process (including, but not limited to, interrogatories, requests for information, or subpoena) to disclose any Evaluation Material, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek an appropriate protective order and/or, in its sole discretion, waive the Receiving Party's compliance with the provisions of this Agreement. If, in the absence of such a protective order or waiver, in the opinion of the Receiving Party's counsel, the Receiving Party or any of its Representatives are nonetheless compelled to disclose any Evaluation Material pursuant to such legal process, then the Receiving Party or its Representatives may disclose such portion of the Evaluation Material as is legally required to be disclosed without liability under this Agreement; *provided* that the Receiving Party uses reasonable efforts to obtain assurances that such Evaluation Material will be afforded confidential treatment. The Receiving Party agrees to cooperate with the Disclosing Party in connection with any efforts by the Disclosing Party to obtain any such protective order or confidential treatment.

(c) Other Disclosure.

Except for such disclosure as is necessary for the Receiving Party not to be in violation of any applicable law, regulation, order or listing agreement (in which case the Disclosing Party shall have the opportunity to review any such disclosure and the Receiving Party shall consider in good faith the Disclosing Party's suggestions concerning the nature and scope of the information to be contained therein), the Receiving Party and its Representatives shall not: (i) make any disclosure to any Person of (A) the fact that discussions, negotiations or investigations are taking or have taken place concerning the Transaction, (B) the existence or contents of this Agreement, (C) the fact that the Receiving Party or its Representatives have requested or received Evaluation Material or (D) any of the terms, conditions or facts relating to the Transaction, including,

without limitation, the status thereof; or (ii) make any public statement concerning the Transaction.

3. No Representations or Warranties.

The Receiving Party acknowledges that: (a) no representation or warranty, express or implied, is made by the Disclosing Party or by any of its Representatives, or by any Affiliates of the foregoing, as to the accuracy or completeness of any of the Evaluation Material; and (b) the Receiving Party shall be entitled to rely only on those representations and warranties that may be made in a definitive written agreement to consummate the Transaction executed and delivered by the Receiving Party and by the applicable Parties thereto (a "Definitive Transaction Agreement"). Neither the Disclosing Party, nor any of its Representatives, nor any Affiliates of the foregoing, shall have any liability to the Receiving Party or to any of its Representatives on account of the use of any Evaluation Material by the Receiving Party or by any of its Representatives of any inaccuracy therein or omission therefrom.

4. Return, Destruction or Erasure of Evaluation Material.

If the Receiving Party decides not to proceed with the Transaction, the Receiving Party shall promptly notify the Disclosing Party of that decision in writing. In that event, or at any other time upon the Disclosing Party's request, the Receiving Party and its Representatives shall promptly (and in any event within seven [7] business days) either return or destroy all Evaluation Material in the possession or control of the Receiving Party or of any of its Representatives (and, in the case of destruction, certify such destruction to the Disclosing Party). Notwithstanding the return or destruction of the Evaluation Material, the Receiving Party and its Representatives will continue to be bound by the Receiving Party's confidentiality and other obligations under this Agreement.

5. Communications Regarding the Transaction.

The Receiving Party agrees that all communications concerning the Transaction and the Receiving Party's due diligence investigation (including, without limitation, requests for additional Evaluation Material, meetings with the Disclosing Party, and site visits) shall be directed to the Disclosing Party. Except as provided in the immediately preceding sentence, the Receiving Party agrees not to contact or communicate with any employee, customer or supplier of the Disclosing Party or of any of its Affiliates about the Disclosing Party, its Affiliates, the Transaction, or any Evaluation Material, unless approved in advance and in writing by the Disclosing Party.

6. Non-Solicitation of Employees.

The Receiving Party agrees that, for a period of [two years] after the date of this Agreement, the Receiving Party and its Affiliates (and their respective directors, managers, officers, controlling persons and employees) will not, directly or indirectly, solicit for employment or hire, or cause the solicitation for employment or hiring of, any person that is now or at any time during such period is employed by the Disclosing Party. The restriction in the immediately preceding

sentence shall not apply to any general solicitation for employees (including through the use of employment agencies) not specifically directed at any such persons or the hiring of any nonexecutive employee of the Disclosing Party who responds to any such general solicitation.

7. No Other Discussions.

The Receiving Party shall not, without the prior written consent of the Disclosing Party, enter into any discussions, negotiations, understandings or agreements (whether written or oral) with any Person (other than the Disclosing Party) regarding any possible purchase or sale of Interests or assets of the Disclosing Party or of any of its Affiliates, other than with the Receiving Party's Representatives.

8. Standstill.

The Receiving Party agrees that, for a period of [one year] after the date of this Agreement (the "Standstill Period"), unless specifically invited in writing by the Disclosing Party, neither the Receiving Party nor any of its Representatives, will in any manner, directly or indirectly:

- (a) effect, seek, offer or propose (whether publicly or otherwise) to effect, or cause or participate in, or in any way assist any other Person to effect, seek, offer or propose (whether publicly or otherwise) to effect or participate in: (i) any acquisition of any securities (or beneficial ownership thereof) or all or substantially all of the assets of the Disclosing Party or of any of its Affiliates; (ii) any tender or exchange offer, merger or other business combination involving the Disclosing Party or any of its Affiliates; (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Disclosing Party or any of its Affiliates, or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the U.S. Securities and Exchange Commission) or consents to vote any voting securities of the Disclosing Party;
- (b) form, join or in any way participate in a "group" (as defined under the Securities Exchange Act of 1934, as amended) with respect to the securities of the Disclosing Party;
- (c) make any public announcement with respect to, or submit an unsolicited proposal for or offer of (with or without condition), any extraordinary transaction involving the Disclosing Party or its securities or assets;
- (d) otherwise act, alone or in concert with others, to seek to control or influence the management, directors, members, partners or policies of the Disclosing Party

- (e) take any action that might force the Disclosing Party to make a public announcement regarding any of the types of matters set forth in [\(a\)](#) above; or
- (f) enter into any discussions or arrangements with any third party with respect to any of the foregoing.

The Receiving Party also agrees during the Standstill Period not to request that the Disclosing Party (or any of its Affiliates), directly or indirectly, amend or waive any provision of this Section [8.] (including this sentence).

9. No Insider Trading.

The Receiving Party acknowledges that the Receiving Party is aware, and will inform its Representatives, that the securities laws of the United States (as well as stock exchange regulations) prohibit any person who has material, non-public information, concerning the Disclosing Party or its Affiliates or a possible transaction involving the Disclosing Party, from purchasing or selling the Disclosing Party's or its Affiliate's securities when in possession of such information and from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information.

10. Remedies.

Each Party agrees that money damages would not be a sufficient remedy for a breach of this Agreement and that each Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security in the event of any such breach. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. No failure or delay by any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. In the event of any legal proceeding for the enforcement of this Agreement, the reasonable fees and disbursements of counsel to the prevailing Party shall be reimbursed by the non-prevailing Party.

11. Miscellaneous.

- (a) **Entire Agreement.** This Agreement contains the sole and entire agreement between the Parties with respect to the matters set forth herein.

(b) **Amendment and Waiver.** This Agreement may be amended, modified or waived only by a separate written instrument duly signed and delivered by or on behalf of the Parties hereto.

(c) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not impair or affect the validity or enforceability of any other provision of this Agreement, unless the enforcement of such provision in such circumstances would be inequitable.

(d) **No Obligation to Complete a Transaction.** This Agreement is not intended to, and does not, constitute an agreement or impose any obligation (i) to consummate a Transaction, (ii) to conduct or continue discussions or negotiations concerning a Transaction or (iii) to enter into a Definitive Transaction Agreement. Neither Party shall have any rights or obligations of any kind whatsoever with respect to a Transaction by virtue of this Agreement or of any other written or oral expression by the Parties' respective Representatives unless and until a Definitive Transaction Agreement is executed and delivered. The Receiving Party acknowledges that the Disclosing Party reserves the right (A) to provide or not to provide Evaluation Material to the Receiving Party or to any of its Representatives, (B) to reject any proposals made by the Receiving Party or by any of its Representatives, (C) to terminate discussions or negotiations with the Receiving Party or with any of its Representatives, and (D) to engage in discussions or negotiations, or enter into any agreement, with any other Person in connection with any transaction involving the Disclosing Party in the Disclosing Party's sole discretion, without notice to the Receiving Party, at any time and for any reason or for no reason. The Receiving Party shall not have any claim or cause of action against the Disclosing Party or any of the Disclosing Party's Representatives in respect of the foregoing, other than pursuant to a Definitive Transaction Agreement.

(e) **Governing Law; Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflicts of law principles that would apply the laws of another jurisdiction. Each Party consents and submits to the exclusive jurisdiction of the courts of the State of Michigan and to the courts of the United States located in Michigan for the adjudication of any action, suit or proceeding relating to or arising out of this Agreement or the transactions contemplated hereby. Each Party hereto hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(f) **Term.** This Agreement shall expire two (2) years from the date of this Agreement. Except as otherwise expressly set forth herein, the obligations of the Parties under this Agreement will continue forever, and shall have no termination date.

[remainder of page left intentionally blank]

If the foregoing correctly sets forth the Parties' agreement, please sign and return one copy of this Agreement to the Disclosing Party whereupon this Agreement shall constitute the Parties' binding agreement with respect to the matters set forth herein.

Very truly yours,

[DISCLOSING PARTY]

Younan Capital, LLC

By: _____

Name:

Title:

Accepted and agreed to as of the date first written above:

[RECEIVING PARTY]

By: _____

Name: _____

Title: Individual