

This Confidential Information Agreement (Agreement) is made effective the date this documents is executed below, between Equity Ltd. a Michigan Corporation located at 260 Kingswood Dr SE, Grand Rapids, MI. 49506, which operates as a Merger & Acquisition/Consulting and Commercial Real Estate Firm (Company) and the companies and clients represented by Equity Ltd., for purposes of events herein AND the prospect executing this document below (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. Company and Clients conduct business activities in Michigan, and the United States of America (Business).
- B. Prospect desires to acquire/merge the Business and, in connection with this purpose, wishes to conduct a study to analyze factors that will assist Prospect in determining whether to make a binding offer to either purchase the Business or enter into any other transaction regarding the Business.
- C. To conduct the study, Prospect requires Information (as defined in paragraph 2.1 of this Agreement) possessed by Corporation. Company has agreed to release the Information only on the condition that Prospect shall hold such Information in the strictest confidence and 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 completing the study.
- D. In consideration for and as a condition to Corporation’s furnishing access to such Information, Prospect agrees to the terms and conditions set forth in this Agreement as a precondition to the release of any Information pertaining to the Business.
- E. The Parties agree to set forth their agreement in writing.

Agreement

The Parties agree as follows:

1. *Confidentiality.* In consideration of the commencement of a study authorized by Company, including the release of Information by Company to Prospect, Prospect shall at all times during the term of the study and thereafter hold any Information 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 study.

2. *Definitions.*

2.1 “Information” means any knowledge or material property of Company that

- A. Prospect develops or obtains knowledge of or access to as a result of conducting the study and review pertaining to the operation and profitability of the Business and/or
- B. Company releases to Prospect in connection with the study (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 Company does 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 Company 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
- E. The existence of talks for the potential purchase of the Company 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 at the time of the disclosure of the Information
- B. any knowledge developed independently or after disclosure under this Agreement
- C. any knowledge obtained from a third party without any obligation or 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

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

3. *Remedy.* Prospect acknowledges that by reason of conducting the study and having access to the Information pertaining to the business, Prospect has access to information that is not known to anyone other than any officer, shareholder, director, accountant, and/or attorney of Company. As a result of the unique nature of the Information, Prospect acknowledges and agrees that Company will suffer harm if Prospect fails to comply with any of the obligations under this Agreement and that monetary damages will be inadequate to compensate Company for any breach. Accordingly, Prospect agrees that Company shall be entitled, in addition to any other remedies available to Company at law or in equity, to injunctive relief to enforce the terms of this Agreement. 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 reasonable attorney fees and costs from the non-prevailing party.

4. *Termination of Study.* After completion of the study, Prospect shall deliver to Company all documents or papers (including disks or other media for electronic storage of information) relating to the study as they relate to any Information pertaining to the Business that is in the possession or under the control of Prospect, without making copies or summaries of any such Information. Notwithstanding the foregoing, if the Parties enter into a binding purchase agreement, Prospect may retain the Information. However, the retention of such Information shall be subject to the terms of the purchase agreement.

5. *Term of Study.* The term of the study shall commence as of this Agreement's effective date and terminate one year from the date of this agreement (Termination Date) or upon written notice of termination by Corporation. The Agreement may be extended for 90-day terms upon written agreement of the parties.

6. *Offer/Non-Offer.* Prospect shall either deliver an offer in writing to purchase the Business or enter into any other agreement with the Business (Offer) or deliver a notice that Prospect is not interested in acquiring the Business or entering into any other agreement with the Business (Notice of Non-Offer). The Offer or Notice of Non-Offer shall be delivered by Prospect on or before the latter of the Termination Date or seven days after the delivery or disclosure of the requested Information deemed necessary by Prospect to make a determination regarding the purchase of Business (if the request for Information was made before the Termination Date). Nothing in this agreement shall be construed to be an acceptance of an offer to purchase and Company is free to engage in discussions and a purchase agreement with any other party it deems appropriate.

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 for any reason (the "*Restricted Period*"), Prospect will not, without Corporation's prior written consent, directly or indirectly, solicit any of Corporation's employees to leave their employment, or attempt to solicit employees of Corporation, either for Prospect or for any other person or entity.

8. *Non-Solicitation of Clients.* Prospect shall not, for the date of this Agreement until twenty-four (24) months after the termination of this Agreement directly and/or indirectly solicit any business which Company offers from any person or firm that was a customer of Company at any time during this Agreement or that was solicited by Company during the term of this Agreement.

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 inure to the benefit of the Parties and shall be binding on their heirs, legal representatives, and assigns.

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 Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation of this Agreement.

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 the seller or other sources and is not verified in any way. Equity Ltd. is relying on seller or such other sources for the accuracy of said information; 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 entering into an agreement to purchase said business, I (we) shall make such independent verification as I (we) deem necessary of said information. I (we) agree that Equity Ltd. is not responsible for the accuracy of any of the information I (we) receive, or fail to receive, and I (we) agree to indemnify and hold Equity Ltd. and its agents harmless from any claims or damages resulting there from. I (we) will look only to seller and to my (our) investigation for accuracy of all information.

9.9 In the event a transaction is consummated between the undersigned Buyer herein, and the Seller, EQUITY LTD. will receive the normal fee of 8% of the total transaction purchase price, or the fee structure that is agreed upon in the Equity Ltd. agreement to represent.

9.10 I (we) acknowledge the interest of Equity Ltd. in a commission on any negotiated sale, and agree that any purchase agreement shall contain language acceptable to Equity Ltd. To provide for disbursement of said commission to Equity Ltd. at time of closing. Any such purchase agreement shall also provide a disclaimer, with language acceptable to EQUITY LTD., stating that Equity Ltd. will be disclosing information provided by other outside parties, and makes no representation as to accuracy of any of that information provided. It is acknowledged that Equity Ltd. has advised review with legal counsel.

I CERTIFY THAT I AM NOT A BROKER AND AND/OR REPRESENTING A 3RD PARTY. IF REPRESENTING A 3RD PARTY, EQUITY REQUIRES FULL DISCLOSURE AND 3RD PARTY TO EXECUTE 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 Equity at 1.888.796.7925 | or e-mail to doug@equity-ltd.com | rob@equity-ltd.com

Prospect

Date: _____

By: /s/ _____

Signature

It's: _____

Name-Printed: _____

Company Represented: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ E-mail _____

Equity Ltd.

Equity Ltd.

Dated: _____

By: /s/ _____

It's _____