

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement ("**Agreement**") is made and entered into on \_\_\_\_\_ ("**Effective Date**") by and between Whitmore, Prokes, Micallef & Associates, L.L.C., with principal place of business at 1100 Corporate Office Dr., Suite 100, Milford, MI 48381 ("**WPM**"), and \_\_\_\_\_, with principal address of \_\_\_\_\_ ("**Recipient**") and is directly related to representation # \_\_\_\_\_ described as \_\_\_\_\_ ("**Business**").

1. "**Confidential Information**" means technical or business information including, without limitation, that which relates to or describes research; products; services; actual, former or prospective customers, employees, contractors or partners; business plans or strategies; business relationships; pricing; markets; inventions; trade secrets; know-how; processes; designs; drawings; engineering; marketing; or manufacturing activities of one party ("**Discloser**") which is either identified or should be reasonably understood to be confidential or proprietary and which is disclosed to the receiving party ("**Recipient**") verbally, electronically, visually, or in a written or other tangible form.

2. Recipient shall protect such Confidential Information, with at least the same degree of care and confidentiality which Recipient utilizes for its own confidential information that it does not wish disclosed to the public, but not less than a reasonable standard of care. Recipient shall not use Confidential Information for its own use or for any purpose except to carry out discussions concerning the evaluating of the business and/or real estate in order to determine whether Recipient will undertake present or future negotiations for the purchase or use of said business and/or real estate ("**Purpose**").

3. Recipient shall not disclose Discloser's Confidential Information to any employee or third party except those employees and those third parties that are subject to non-disclosure obligations at least as restrictive as those set forth herein, and only as necessary to effect such Purpose. Notwithstanding anything to the contrary, in no event is such third party entitled to disclose Confidential Information, and any such disclosure shall be considered a breach by Recipient of this Agreement. Recipient shall promptly notify Discloser of any unauthorized disclosure or use of Discloser's Confidential Information by any person.

4. Confidential Information shall remain the property of Discloser. Neither this Agreement nor the exchange of Confidential Information hereunder shall be construed as granting any right or license under any copyrights, inventions or patents now or hereafter owned or controlled by either party.

5. This Agreement imposes no obligation upon Recipient with respect to information which Recipient can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by, Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or

becomes generally known to the public without violation of this Agreement; or (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality.

6. This Agreement shall remain in effect for three (3) years from the Effective Date and the confidentiality obligations will remain in effect for the longer of: (i) three (3) years; or (ii) the period such information remains a trade secret under applicable law.

7. Upon termination of this Agreement, Recipient shall destroy all of Discloser's Confidential Information, including copies thereof, then in its possession or control and furnish Discloser with written certification of destruction. Alternatively, at the request of Discloser, Recipient shall return all such Confidential Information and copies to Discloser.

8. Recipient shall bear all costs and expenses incurred by it under or in connection to the Purpose of this Agreement.

9. This Agreement shall be governed and interpreted in accordance with the laws of the United States and the State of Michigan, excluding its conflicts of laws provisions. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, each party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

10. This Agreement shall not be assignable by either party without the written consent of the other party and any purported assignment not permitted hereunder shall be void and of no effect.

11. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communication, agreements and understandings between the parties with respect to the exchange and protection of Confidential Information.

12. In consideration for introducing and furnishing Recipient with information on the Business, should Recipient enter into any agreement related to the Business the Recipient agrees to make it known and recognize Whitmore, Prokes, Micallef & Associates, L.L.C. in all such agreements as the representing broker of record.

The undersigned: (A) represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign and to bind such party to this Non-Disclosure and Confidentiality Agreement; and (B) hereby bind such party as of the Effective Date.

### RECIPIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number