



## NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT, dated as of \_\_\_\_\_, 2010 is by and between NuVescor Group, LLC (“NuVescor”), and \_\_\_\_\_ (“Recipient”).

WHEREAS, Recipient desires to receive information from NuVescor in order to evaluate Recipient’s interest in one or more individuals and/or entities (the “Seller”) in connection with one or more possible sale, financing, restructuring, refinancing or other business transactions (the “Transaction”) relating to the Seller and/or the Company that are the subject matter of NuVescor’s engagement (the “Company”); and

WHEREAS, NuVescor is willing to provide such information, on the condition that Recipient agrees to treat such information as strictly confidential in accordance with the terms of this Agreement, and

WHEREAS, NuVescor is acting solely as a representative of the Seller and the Company and will be paid a fee by the Seller and the Company in the event of a Transaction, unless otherwise agreed hereto in writing;

NOW, THEREFORE, in consideration of the foregoing, the promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. NuVescor may from time to time make available to Recipient, for the purpose of allowing Recipient to evaluate its interest in the Transaction, certain confidential and proprietary information of the Seller and the Company, including without limitation, the fact that the Seller and the Company are for sale, information regarding costs, profits, markets, sales, products, key personnel, pricing policies, operational methods, technical processes, customers, suppliers, accounting, marketing, plans for future developments, and other information not readily available to the public, the disclosure of which to third parties would in each case have a material adverse effect on the Seller’s and the Company’s business operations (collectively, the “Confidential Information”). Confidential Information delivered to Recipient, whether or not marked “Confidential” and whether or not such Confidential Information is communicated to Recipient in written, oral or electronic form, shall nonetheless be deemed Confidential Information and shall be subject to the terms and provisions of this Agreement.

2. The term “Confidential Information” shall not include information that (a) becomes generally available to the public other than as a result of a disclosure by Recipient or any of its directors, officers, employees, agents, representatives, or advisers (collectively “Representatives”); or (b) becomes available to Recipient or its Representatives on a non-confidential basis from a source other than the Seller and the Company or NuVescor; *provided,*

that such source is not known by Recipient or its Representatives to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Seller and the Company.

3. Recipient agrees that the Confidential Information will be used solely for the purpose of evaluating Recipient's potential interest in the Transaction, and not for any other purpose, and that such Confidential Information will be kept strictly confidential by Recipient; *provided*, that (a) any of the Confidential Information may be disclosed to those of its Representatives who need to know the information set forth therein for the purpose of evaluating a possible Transaction (it being understood and agreed that all such Representatives shall be informed by Recipient of the confidential nature of the Confidential Information and shall be instructed by Recipient to treat such Confidential Information confidentially and that Recipient will be responsible if any such Representative should fail to comply with such instruction); and (b) any disclosure of Confidential Information may be made with the Seller's and the Company's prior written consent; provided that any Representative that is not an officer, director or employee of Recipient shall be required to execute—a supplemental confidentiality agreement acceptable to NuVescor.

4. Recipient agrees not to contact the Seller and/or the Company or any of its officers, directors, shareholders, employees, attorneys, accountants, suppliers or customers except with the prior written consent of NuVescor or the Seller or the Company. Recipient agrees that if no business acquisition or transaction, in part or in whole, results from the discussions contemplated by this Agreement, neither Recipient nor its Representatives, will induce or attempt to induce any officer, director or employee to leave the Seller and/or the Company, or initiate or maintain contact with any of them regarding the business, operation, prospects or finances of the Seller and/or the Company, nor, will Recipient solicit, initiate contact with, maintain contact with, induce, or attempt to induce, any customers of the Seller and/or the Company to cease doing business with the Seller and/or the Company or limit the amount of business it does with the Seller and/or the Company, for a period of 24 months after the date of this Agreement. Recipient will also not enter into any transaction pursuant to which Recipient directly or indirectly purchases assets or securities of the Seller and/or the Company, including, without limitation, a transaction with any institutional or third party lender who is selling such assets or securities as collateral for amounts owed by Seller and/or Company, other than as part of a transaction to which NuVescor consents and in which NuVescor is paid its fee. You also agree that you will not purchase any notes or other indebtedness of Seller or the Company other than as part of a transaction to which NuVescor consents and in which NuVescor is paid its fee. It is agreed that the prohibition in this paragraph will in no way affect Recipient's ability to communicate with and do business with those who are currently Recipient's customers. The parties hereby agree and represent that this paragraph is not intended, nor should it be interpreted, to prohibit or inhibit fair competition. In the event the Seller and/or Company prevail in an action alleging breach of this paragraph, Recipient agrees that Recipient shall indemnify the Seller and/or the Company from all of its costs and attorney fees.

5. Recipient understands and agrees that Confidential Information concerning the Seller and/or the Company provided to Recipient by NuVescor or the Seller or the Company has not been verified by NuVescor and that NuVescor makes no representation or warranty, express or implied, as to the accuracy of the Confidential Information. Recipient agrees that, prior to

entering into a Transaction, it will make such independent investigation and verification of the Confidential Information as the Recipient deems necessary. Recipient understands and agrees that NuVescor is not responsible for the accuracy of the Confidential Information and Recipient agrees to indemnify and hold NuVescor harmless from any claim, damage or expense (including attorneys' resulting therefrom).

6. The Recipient acknowledges the property interest of NuVescor in a fee at the closing of any Transaction, and agrees that any agreement documenting a Transaction shall contain language acceptable to NuVescor to provide for disbursement of such fee to NuVescor at time of closing. Any such agreement shall also provide that NuVescor makes no representation as to the accuracy of any information, representation or warranties of the Seller and/or the Company.

7. The Recipient agrees that all correspondence, inquiries, offers to purchase and negotiations relating to a Transaction involving the Seller and/or the Company will be conducted exclusively through NuVescor, unless otherwise agreed.

8. In the event that Recipient or any of its Representatives are required (by deposition, interrogatory, request for documents, or similar legal or administrative process) in any legal or other governmental proceeding, or by any court order, law, or applicable regulation, to disclose any Confidential Information, Recipient or such Representative shall give the Seller and the Company prompt notice of such requirement so that the Seller and the Company may seek an appropriate protective order. If, in the absence of a protective order, Recipient or any of its Representatives are nonetheless compelled in a proceeding to disclose Confidential Information, Recipient or such Representative may disclose such of the Confidential Information as is required without being deemed to have breached this Agreement.

9. Upon request, Recipient will promptly destroy or redeliver to NuVescor (and will cause its Representatives to destroy or redeliver to NuVescor) all copies of Confidential Information and will destroy all memoranda, notes, and other materials prepared by any Representative based on the Confidential Information.

10. Recipient understands and agrees that the Seller and the Company is a third-party beneficiary of this Agreement. Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Recipient or any of its Representatives, and that in addition to all other remedies to which it may be entitled, the Seller and the Company shall be entitled to specific performance and to injunctive or other equitable relief as a remedy for any such breach. Nothing in this Agreement shall be construed as prohibiting the Seller and/or the Company from pursuing any other remedy that may be available to it, whether at law or in equity, for any breach or threatened breach by Recipient or any of its Representatives, including the recovery of damages and reasonable attorneys' fees incurred in connection with obtaining any relief.

11. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal successors and permissible assigns; *provided*, that neither party hereto may transfer or assign any or all of its

rights or obligations hereunder without the prior written consent of the other party. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at a future time. This Agreement shall be enforced under and construed in accordance with the laws of the State of Michigan (without regard to its conflict of laws principles). This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to such subject matter.

12. With respect to confidential information on any company disclosed to us by NuVescor this Agreement shall be valid and effective with respect to a transaction with such Company for a period of two (2) years from the date of the initial disclosure of such confidential information.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

**Recipient:**

**NuVescor Group:**

Company Name \_\_\_\_\_

By: \_\_\_\_\_

Address \_\_\_\_\_

Kevin Hirdes, CM&AA

Its: Managing Partner

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Capital Available: \$ \_\_\_\_\_

Company Revenue: \$ \_\_\_\_\_

Number of Employees: \_\_\_\_\_