**CONFIDENTIALITY AGREEMENT**

This Agreement is made between Rua Associates, LLC’s Client **RA127** (“Seller”) and

 (“Buyer”).

**Recitals**

1. The Buyer and Seller desire to discuss certain matters regarding a potential transaction between them (the “Transaction”).
2. Rua Associates, LLC is Seller’s business broker (“Broker”).
3. In connection with these discussions, certain confidential and proprietary information regarding the Seller may be disclosed to the Buyer to evaluate the potential business transactions.
4. The parties desire to establish the terms under which the Seller will disclose certain confidential and proprietary information to the Buyer.
5. The terms agreed upon apply to each disclosure made by each Seller to the Buyer.

The parties agree as follows:

1. Confidential Information. “Confidential Information” shall mean: (i) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, products, planning information, marketing strategies, plans, finance, operations, customer relationships, customer profiles, sales estimates, personnel information, business plans, and internal performance results relating to the past, present or future business activities of Seller, their respective owners, their respective subsidiaries and affiliated companies and the customers, clients, and suppliers of any of the foregoing (collectively, “Items”) and (ii) any Items based upon Items provided to such party or its agents, representatives or advisors by the other party or its agents, representatives or advisors, regardless of who prepared such Items, and (iii) the fact that Seller is providing the Buyer with Confidential Information and that the parties are negotiating or contemplating a Transaction.

2. Confidentiality Obligations. Unless expressly authorized by prior written consent of the Seller, the Buyer shall:

Buyer agrees that the Confidential Information will be used solely for the purpose of evaluating Buyer’s potential interest in the Transaction, and not for any other purpose, and that such Confidential Information will be kept strictly confidential by Buyer; The Confidential Information may be disclosed to those of Buyer’s Representatives (banker, CPA, attorney, broker affiliates) who need to know the information set forth therein for the purpose of evaluating a possible Transaction. All such Representatives shall be informed by Buyer of the confidential nature of the Confidential Information and shall be instructed by Buyer to treat such Confidential Information confidentially and that Buyer will be responsible if any such Representative should fail to comply with such instruction. Buyer shall indemnify, defend and hold Seller harmless from any breach of confidentiality by a Buyer’s Representative and guaranties such Representatives’ compliance.

3. Non-Circumvent. The Buyer acknowledges that contacts and negotiations are to be made through Seller’s Broker unless expressly agreed otherwise by Seller, Broker and Buyer.

4. Non-Solicit. The Buyer agrees that for a period of two (2) years after Seller last discloses Confidential Information to Buyer, information, knowledge or contacts developed as a result of Confidential Information shared by Seller will not be used by Buyer to solicit Seller’s customers, employees or otherwise disrupt Seller’s business.

5. Obligations of Law. Buyer may disclose Confidential Information to the extent that Buyer is required by law to disclose such information, as evidenced by a written opinion of such party's counsel, provided that such party furnishes the other party with written notice of the disclosure and a copy of the above-referenced written opinion of counsel within a reasonable period of time prior to the disclosure and allows the other party the option of (and, upon the other party's request, reasonably assists in) challenging the obligation to disclose the Confidential Information, and further provided that any such disclosure is limited to that required by law and that such party uses reasonable efforts to continue to preserve the confidentiality of any Confidential Information so disclosed, including, but not limited to, seeking a protective order (upon the request of the other party) to ensure that any such Confidential Information is treated as confidential.

6. No Representations. Neither Seller nor Broker nor any of Seller’s advisors, representatives, associates, agents, employees, officers, directors, subsidiaries or affiliates adopt responsibility for, shall be liable for, or make any representation, express or implied, with respect to the accuracy or completeness of any information provided to Buyer. Seller shall not have any obligation to disclose any particular Confidential Information to Buyer and Seller may in its sole discretion withhold and/or refuse to disclose any particular item of Confidential Information to the Buyer. Notwithstanding the above, however, Seller represents that, at the time any Confidential Information is disclosed, Seller will have no reason to believe that such information is not accurate and Seller will do nothing – by way of an affirmative action or omission -- to alter any Confidential Information to render it inaccurate or defective.

7. Purchase Agreement. Seller is represented by a Broker, Buyer acknowledges the property interest of Broker in a fee at the closing of any Transaction, and agrees that any agreement documenting a Transaction shall contain language acceptable to Broker to provide for disbursement of such fee to Broker at time of closing.

8. Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective affiliates and successors, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to the Agreement.

9. Term. This Agreement will govern all Confidential Information disclosed and received by the Parties for a period of two years after the date of the last disclosure of Confidential Information by Seller to the Buyer.

10. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

11. Amendment. No amendment or modification of this Agreement shall be valid unless made in writing and signed by the party to be charged therewith.

12. Governing Law and Consent of Jurisdiction. This Agreement and performance under this Agreement shall be governed by the laws of the State of Michigan. Any dispute arising out of or in connection with this Agreement shall be resolved in courts located in the State of Michigan, and the parties consent to advance to jurisdiction in the courts located in the State of Michigan.

13. Return of Confidential Information. Upon request, Buyer will promptly redeliver to Seller (and will cause its Representatives to redeliver) all copies of Confidential Information and will destroy all memoranda, notes, and other materials prepared by any Representative based on the Confidential Information.

**Print Buyer's Name(s)**

Organization Title

Address

City / State / Zip

Phone E-mail

Industry Experience

Available Capital/Equity

Why are you interested in this specific opportunity?

How did you hear about this opportunity?

**Signature Date**