

MICHIGAN BUSINESS BROKERS
1433 Auston Lane, Chelsea, MI 48118
Phone: 248-730-0998

Attn: Willem van Reesema, Associate Broker
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CONFIDENTIALITY AGREEMENT AND NON-CIRCUMVENTION AGREEMENT

The undersigned hereby agrees to be bound by the terms hereof in anticipation of receipt of information on

_____ a business provided by MICHIGAN BUSINESS BROKERS (hereinafter the "Company") the identity of which is disclosed in the confidential materials. It is understood and agreed that the information so contained is proprietary and confidential in nature. The undersigned will not in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation other than those agents, employees, associates, lawyers, C.P.A.'s, etc. associated with the undersigned, in any manner whatsoever, any information of any kind, nature or description, whether directly or indirectly acquired, concerning any matters affecting the business of the Company. The parties hereby stipulate that, as between them, all information, is important, material and confidential, and gravely affects the successful conduct of the Company's business and its goodwill; therefore, any breach of the terms of this Confidentiality Agreement is material and shall entitle the Company to damages, as well as appropriate injunctive relief.

The undersigned shall not and agrees that he or it will not, within one (1) year of the signing of this Agreement, do any of the following:

1. Induce or influence any person who is engaged as an employee, agent or otherwise by the Company, to terminate his or her engagement or to engage or otherwise participate in business activity directly or indirectly competitive with the business of the Company, its subsidiaries, or affiliates; or
2. Disclose, without the written consent of the Company, that he or it is engaging in discussions with the Company relating to the possible sale of the Company; or
3. Make use of the information contained in the confidential materials, or cause or attempt to cause any other person to use such information, for purposes other than the negotiation and sale of the Company.

The undersigned agrees to exercise his or its best efforts and use all reasonable care to prevent any unauthorized person, firm, corporation or other business entity from acquiring access to said material, to at least the same degree the undersigned would take to protect his or its own, or his or its company's confidential and proprietary information.

The undersigned agrees to promptly return or destroy said materials, after he has had a reasonable time to analyze their contents and take whatever actions are deemed to be appropriate; however, in no event shall said reasonable time exceed six (6) months from the date of receipt. The undersigned will not copy or otherwise reproduce all or any portion of any of the materials and/or information provided.

In consideration for the introduction and furnishing you with information on the business and/or personal property assets for sale, you agree that should you enter into any agreement to purchase subject business and/or real estate introduced to you by MICHIGAN BUSINESS BROKERS, then such agreements will be made through MICHIGAN BUSINESS BROKERS

Signature: _____ Date: _____

Print Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Telephone: _____ Cell Phone: _____

Email: _____ Web Site: _____

FINANCIAL CAPABILITY AND QUALIFICATION STATEMENT

SELLERS HAVE REQUESTED DISCLOSURE OF FINANCIAL AND OPERATIONAL CAPABILITY OF AN INDIVIDUAL BUYER OR GROUP BUYER AS QUALIFICATION REQUIREMENT TO RECEIVE COMPANY SELLING INFORMATION.

- 1) PROSPECTIVE BUYER FINANCIAL STATEMENTS. (ATTACH)

- 2) CV/RESUME/BIOGRAPHY INFORMATION OF MANAGING INVESTORS OR FUTURE OPERATIONAL PRESIDENT. (ATTACH)

- 3) Cash Available For Down Payment \$ _____

- 4) Bank Line of Credit Available for Purchase \$ _____

- 5) Total Assets \$ _____

- 6) Total Liabilities \$ _____

- 7) Total Net Worth \$ _____
(TOTAL ASSETS MINUS TOTAL LIABILITIES)

WEB SITE(S) OF OTHER COMPANIES OWNED (IF ANY)

WWW. _____ .COM

WWW. _____ .COM

WWW. _____ .COM