

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (the “Agreement”) is made and entered into by and between Calder Capital, LLC (“Calder”) a Michigan limited liability company and its subsidiaries and _____ of _____ (“Recipient”). In consideration of the mutual covenants and conditions contained herein, to allow Recipient to evaluate Recipient’s interest in a potential acquisition of the assets and/or the stock of a business (the “Company”), the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Calder shall make available to Recipient, for the purpose of allowing Recipient to evaluate its interest in the Transaction, certain confidential and proprietary information of the Company, including without limitation, the fact that the Company is for sale, information regarding costs, profits, markets, sales, products, key personnel, pricing policies, operational methods, technical processes, customers, potential customers, suppliers, accounting, marketing, software, software code, “know-how”, designs, data, strategic plans, technology, 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 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 or oral form, shall nonetheless be deemed Confidential Information and shall be subject to the terms and provisions of this Agreement.

2. Recipient shall (a) use Confidential Information only for the purposes of evaluating Recipient’s potential interest in the Transaction, and not for its own or any third party’s benefit; (b) maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information; (c) disclose Confidential Information only to Recipient’s employees and/or professional advisors who have a need-to-know the Confidential Information in order to assist Recipient in the course of the discussions with Calder; (d) advise each authorized recipient of the Confidential Information as to the confidential nature of the Confidential Information; and (e) return all of Confidential Information and other materials whether created by Recipient or by Calder (including but not limited to notes taken) to Calder upon request.

3. In the event that Recipient or its Representatives (the “Requested Party”) are requested or required (by applicable law, rule, or regulation, oral questions, interrogatories, requests for information, documents in legal proceedings, subpoena, civil investigative demand, or FOIA request or other similar process) to disclose any of the Confidential Information, the Requested Party shall provide Calder with prompt notice of any such request or requirement so that Calder may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Calder, the Requested Party or its Representatives are, nonetheless, in the opinion of its legal counsel, legally compelled to disclose Confidential Information, the Requested Party or its Representatives may without liability hereunder disclose only that portion of the Confidential Information which such counsel advises the Requested Party or its

Representatives are legally required to be disclosed, provided that the Requested Party or its Representatives, as the case may be, shall use all reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the efforts of Calder to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

4. Recipient understands and agrees that the Company is a third-party beneficiary of this Agreement. Recipient acknowledges and agrees that its unauthorized disclosure or use of Confidential Information will cause damage to Company and Calder that may not be adequately compensated through money damages. As such, Recipient expressly consents to the entry of an order for equitable remedies, including, but not limited to, temporary, preliminary and permanent injunctions to remedy any actual or threatened breach of its obligations under this Agreement. These remedies are cumulative and in addition to all other remedies available at law or in equity. Recipient agrees to pay on demand all reasonable costs and expenses, including without limitation attorneys' fees and court costs, incurred by Company and Calder in enforcing this Agreement.

5. Recipient agrees not to contact the Company or any of its officers, directors, shareholders, employees, attorneys, accountants, suppliers or customers except with the prior written consent of Calder or the Company. The Recipient will not, directly or on behalf of any other commercial enterprise solicit or attempt to solicit any person who is then employed or engaged to perform services by the Company to become employed by or enter into contractual relations with any individual or entity other than the Company, or in any manner induce, seek to induce, entice, or endeavor to entice any such person to leave his or her employment with the Company

6. Recipient understands and agrees that Confidential Information concerning the Company provided to Recipient by Calder or the Company has not been verified by Calder and that Calder 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 Calder is not responsible for the accuracy of the Confidential Information and Recipient agrees to indemnify and hold Calder harmless from any claim or damage resulting there from.

7. The Recipient acknowledges the property interest of Calder in a commission on any negotiated sale, and agrees that any agreement involving a Transaction shall contain language acceptable to Calder to provide for disbursement of said commission to Calder at time of closing. Any such agreement shall also provide a disclaimer, with language acceptable to Calder, stating that Calder will be disclosing information provided by other outside parties, and makes no representation as to the accuracy of any information provided by Calder.

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

9. Michigan law will govern and enforce this Agreement. Any litigation or arbitration between Parties will take place in any state court located within Kent County. Contractor and Company waive any objection to personal jurisdiction or venue in any forum located in those jurisdictions.

10. Parties agree that they have carefully considered the nature and extent of the restrictions upon them and the rights and remedies conferred upon them under this Agreement and hereby acknowledge and agree that the covenants contained in this Agreement are supported by good and valuable consideration, are reasonable in time, and are reasonably necessary to protect the legitimate business interests of the Parties.

11. The obligations set forth in this Agreement shall terminate 5 years from the date hereof.

12. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and assigns, but this Agreement shall not be assignable by either Party without the prior written consent of the Calder.

13. This Agreement will remain in effect regardless of any future agreements between the Parties. No agreement can supersede this Agreement and this Agreement must be terminated per the terms contained herein before the execution of a future agreement that will replace this Agreement.

14. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be invalid, illegal, or unenforceable under any applicable Michigan law or rule, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement.

15. This Agreement may not be modified or amended and no provision hereof may be waived, in whole or in part, except by a written agreement signed by the party making such waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any other provision or any subsequent breach or default of the same or similar nature.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

CALDER CAPITAL, LLC



By: Matthew "Max" Friar
Its: Managing Member

RECIPIENTS:

By (print): _____

Its: _____

Available Capital: _____

Date: _____