

CONFIDENTIALITY AND NON-CIRCUMVENT AGREEMENT

This Confidentiality and Non-Circumvent Agreement (the "Agreement") is entered into by and between _____ ("Principal"), Midwest's Client # _____ (the "Company"), and Midwest Business Brokers, Inc./Midwest Business Advisors ("Midwest") on this the _____ day of _____, 20_____.

This Agreement will confirm the mutual understandings of the undersigned, the Company, and Midwest in connection with any information provided to the undersigned regarding the Company.

Confidential Information ("Information") includes the Confidential Information Memorandum and all data, reports, records, trade secrets, verbal communications, and/or other materials obtained both prior to and subsequent to executing this Agreement. Confidential Information includes all such information which has not been in the public domain prior to receiving this information, including any affiliations, contracts, customer lists, trade secrets, and the knowledge that the Company may be seeking to complete a transaction.

In consideration for the Company and Midwest furnishing the Information, Principle agrees to the following:

1. All information is considered highly sensitive and strictly confidential. Accordingly, Principal shall maintain such information in the utmost confidence. Principal shall not use or exploit the Information for any purpose other than evaluating the desirability of Principal's investment in the Company.
2. Principal shall limit disclosure and transfer of Information to Principal's employees, officers, representatives, and agents that have a legitimate need to review the Information in evaluating Principal's investment in the Company. In the event Principal wishes to employ independent accountants, investment bankers, or other professionals for the sole purpose of assisting Principal in determining the feasibility of entering into a business relationship with the Company, then Principal may divulge the Information to such third parties provided that prior to doing so, the Company is notified of and approves all such third parties. Principal shall require such third parties to be bound to this Agreement.
3. All Information shall be returned to the Company in accordance with the instruction of the Company or Midwest. If Principal does not make an investment in the Company, then in addition to returning all Information to the Company, Principal will destroy any analysis, notes, or other materials relating to the Information.
4. The actions or negligence of Principal's employees, officers, agents, or other advisors referred to in Paragraph (2) above shall be deemed the actions of Principal with respect to the Information, and any unauthorized use or disclosure of Information shall constitute a material breach hereof and shall cause irreparable harm and loss to the Company.
5. Principal shall make no copies of the Information provided hereunder except as provided in Paragraph (2) above.
6. Principal shall not hire away from the Company any of the Company's professional personnel or other employees, prospective employees, or affiliates. Nor shall Principal actively solicit, or engage in direct discussions regarding employment with, any of the Company's professional personnel or other employees, prospective employees, or affiliates.

The Principal understands that neither the Company nor its agents or representatives make any representations or warranties as to the accuracy and completeness of any information. Principal agrees that neither the Company nor its agents or its representatives shall have any liability to Principal or any of its officers, agents or representatives arising out of or in connection with any Information.

It is further understood that Midwest has been engaged by the Company as its sole and exclusive financial adviser. As such, Principal shall direct all communications and requests for information regarding the Company through Midwest. Principal understands that in no way should it contact the Company nor its owners, employees, licensees, competitors, customers, or vendors directly. Furthermore, Principal agrees that it will not conclude a transaction with the Company except through and with the involvement of Midwest.

The term of the Agreement shall be for two (2) years. In the event of any breach of this Agreement, the Company, in addition to any other remedies at law or in equity that it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. If Principal is in agreement with the foregoing, please sign and return one copy of this Agreement to Midwest, which thereupon will constitute an Agreement between the Company and Principal with respect to the subject matter hereof.

Please return by fax to:
Midwest Business Brokers, Inc.
Midwest Business Advisors
Ph: (260) 432-3000
Ph: (800) 636-7046
Fax: (260) 436-1776
www.midwest-brokers.com

Signature: _____
Printed Name: _____
Title: _____
Company: _____
Date Signed: _____