Confidential Information and
Non-Disclosure Agreement

Confidentiality and Non-Disclosure are extremely important issues to the business owner ("Seller"). In order for Kendall Capital Group to release the name, specific location and certain proprietary information about a business for sale, the Seller requires that any prospective purchaser ("Buyer"), sign and return this document to our office. The Buyer desires to evaluate a potential business transaction, ("the Purpose"), and Kendall Capital Group, Inc., ("Intermediary") engaged by the Seller, together the ("Disclosing Parties"), in furtherance with the Purpose, are willing to disclose Confidential Information, in consideration for the Buyer's promises and subject to the terms and conditions set forth herein. The Buyer agrees that the Seller is a third-party beneficiary of this Agreement and may enforce its provisions to the same degree as the Intermediary. By signing this agreement, Buyer agrees and acknowledges the following:

1. **Definitions.**
   a. "Confidential Information" means all information and data furnished by a Disclosing Party to Buyer, whether in oral, paper, digital, graphic, and or machine-readable form. Confidential Information includes, but is not limited to, client identity and location, business plans and strategies (whether implemented or not), research, product development plans, products, services, customer and supplier information, markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information and concepts. Confidential Information does not include information that: (a) Buyer can demonstrate by clear documentary evidence was already known to Buyer at the time that it was disclosed by a Disclosing Party; (b) is or becomes publicly known through no wrongful act of, or breach of this Agreement by, Buyer; (c) is received by Buyer from a third party having the right to disseminate the information without restriction; or (d) is authorized for release in writing by the Seller or Intermediary.
   b. "Buyer" includes any person or Enterprise that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, Buyer. For Purposes of this definition, "control" (as well as the terms "controlling," "controlled by" and "under common control with"), as applied to any person or Enterprise, means: (i) the ownership of at least fifty percent (50%) of the voting securities of that person or Enterprise; or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management of that person or Enterprise, whether through the ownership of voting securities or by contract or otherwise.

c. The term “Enterprise” includes a sole proprietorship, partnership, limited liability company, corporation, trust, association, or other form of entity or association.

2. **Use and Non-Disclosure.** Buyer agrees to hold and maintain the Confidential Information in strict confidence and to protect the Confidential Information received pursuant to this Agreement by using the same standard of care which Buyer uses to protect and safeguard Buyer’s own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information. Buyer will hold Confidential Information in trust and confidence and will use the Confidential Information solely for the Purpose. Buyer will not use or export any Confidential Information in violation of applicable law. Buyer may disclose Confidential Information to its employees and agents needing access to Confidential Information in connection with the Purpose and bound by confidentiality obligations at least as restrictive as those herein; provided, however, that any use or disclosure of Confidential Information by any such employee or agent in breach of this Agreement will be attributed to Buyer. In the event Buyer is legally compelled to make disclosures by statute, regulation, courts or other authorities or bodies, Buyer may make such disclosure to the extent required by law; provided, however, Buyer will notify Intermediary prior to disclosure so that the Disclosing Parties may seek a protective order or other appropriate remedy and any information so disclosed will remain Confidential Information thereafter for all other Purposes.

3. **Term.** Either party may terminate this Agreement at any time upon ten (10) days written notice to the other. The obligations of Buyer hereunder shall continue and survive the termination of this Agreement as follows: (a) with respect to any Confidential Information that is not a Trade Secret (determined as of the time immediately prior to the disclosure thereof to Buyer), two (2) years from the later of the date of termination of this Agreement or the return or destruction of such Confidential Information and (b) with respect to any Confidential Information that is a Trade Secret (determined as of the time immediately prior to the disclosure thereof to Buyer), after the termination of this Agreement for so long as such information remains a Trade Secret under applicable law. “Trade Secret” has the meaning to such ascribed term in the Missouri Uniform Trade Secrets Act, R.S.Mo. §§ 417.450, et seq.

4. **No Rights Granted.** Buyer agrees that all Confidential Information is the sole and exclusive property of the Disclosing Parties, and that nothing contained herein will be deemed to grant Buyer any ownership, license or proprietary rights in any Confidential Information or any developments, improvements, inventions, technology or intellectual property resulting from or incorporating any such Confidential Information.

5. **Destroy or Return of Confidential Information.** Upon termination of this Agreement, Buyer will promptly destroy or return to Intermediary all tangible Confidential Information provided to Buyer, all copies thereof and all materials incorporating or derived from Confidential Information, and will destroy any electronic or other machine-readable copies. Notwithstanding the foregoing, Buyer may retain one (1) copy of Confidential Information as may be required by Buyer’s document retention policy, applicable law or regulation, which will still be subject to covenants and obligations herein.

6. **Non-circumvention and Non-solicitation.** Buyer covenants and agrees that, unless otherwise authorized by a Disclosing Party in writing, until the date two (2) years following the termination of this Agreement:

   a. Intermediary will be Buyer's sole point of contact in connection with the Purpose. Buyer will not contact Seller, directly or indirectly, without Intermediary's prior written authorization; and
   b. Buyer will not, directly or indirectly, for the benefit of Buyer or any other person or enterprise: (i) induce or cause Seller to terminate or change its business relationship or cease purchasing any service or product from Intermediary, or (ii) employ or solicit for employment, or induce or cause to terminate employment, any person employed by any Disclosing Party.

7. **No Warranties.** The Disclosing Parties make no representation or warranty as to the accuracy or completeness of the Confidential Information or any other information provided by the Disclosing Parties. The Disclosing Parties will have no liability to Buyer resulting from Buyer's receipt, use or reliance upon the Confidential Information or other information provided by the Disclosing Parties.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes and repeals all previous negotiations, representations or understandings between the parties relating to the subject matter hereof and may not be modified or amended in any respect except in writing signed by each party. Buyer may not assign or transfer any rights or obligations under this Agreement, including by operation of law, without Intermediary's and Seller's prior written consent. This Agreement will be binding on and inure to the benefit of the parties' successors and assigns. In case any one or more provisions of this Agreement is deemed invalid, illegal or unenforceable, in any respect, the validity, legality and enforceability of the remaining provisions will not, in any way, be affected or impaired thereby. All notices hereunder will be in writing and will be deemed delivered upon personal delivery, three (3) days after deposit in the US mail, the next business day after deposit with a national overnight courier, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth below or such other address a party may specify in writing.

9. **Choice of Law; Disputes.** This Agreement and its performance will be governed by, subject to, and construed in accordance with the substantive laws of the state where the Seller's headquarters are located and without reference to the laws relating to conflict of laws. Any disputes related to this Agreement will be brought in the state courts located in, and the Federal courts nearest, the city and State where the Seller's headquarters are located, and the parties hereby consent to the personal jurisdiction and venue of these courts unless otherwise agreed by each party hereto. The Disclosing Parties will be entitled to equitable relief to prevent breach hereof, without bond or other surety, without limiting any other available remedy. In the event of litigation concerning a breach of or to enforce this Agreement, the prevailing party shall be granted an award of the prevailing party's attorney's fees, expert witness fees and other costs fees and expenses associated with such litigation.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the electronic signature date.

Listing Reference Number: 0056   Listing ID: Equipment Manufacturer

BUYER	**INTERMEDIARY**
Company:________________________________	KENDALL CAPITAL GROUP, INC.
Signature:________________________________	________________________________
Print Name:________________________________	Michael Kendall President 400 Chesterfield Center, Suite 400 Chesterfield, MO 63017 (O) 314-472-5311 (C) 314-223-0075 (F) 314-400-4050 Email: mike@kendallcapitalgroup.com
Title: ________________________________	
Email:________________________________	
Address:________________________________	
City:________________________________	
State, Zip________________________________	