

### **CONFIDENTIALITY/ NON-CIRCUMVENTION AGREEMENT**

The undersigned hereby agrees to be bound by the terms hereof in anticipation of receipt of information on various Businesses and Real Estate (leased/for sale) in Michigan Counties provided by Business Brokerage & Finance, LLC (BBF). Said information pertains to various individual real estate properties and projects (hereinafter the "Project") 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 Project. The party hereby stipulates that, as between them, all information, is important, material and confidential, and gravely affects the successful conduct of the Project; therefore, any breach of the terms of this Confidentiality Agreement is material and shall entitle the Project Owner to damages, as well as appropriate injunctive relief.

The undersigned shall not and agrees that he or it will not, within two (2) years 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 Project, to terminate his or her engagement or to engage or otherwise participate in business activity directly or indirectly competitive with the Project, their subsidiaries, or affiliates; or
2. Disclose, without the written consent of the Project's owner, that he or it is engaging in discussions with the Companies relating to the possible sale of the Project; 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 Project.

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 Project and/or real estate for sale, you agree that should you enter into any agreement to purchase or invest in the subject project and/or real estate introduced to you by Business Brokerage & Finance, LLC, then such agreements will be made through Business Brokerage & Finance, LLC.

#### **Non-Circumvention**

Prospective Purchaser also agrees and hereby acknowledges BBF to be the only procuring cause in the event Prospective Purchaser does in fact purchase or causes to be purchased, either directly or indirectly any property, company, or business disclosed by BBF. Prospective Purchaser agrees not to go around or attempt to go around BBF and trade with any other broker for the seller(s) or with the seller(s) directly or indirectly, but transact business only with BBF on any properties, businesses and/or companies revealed or disclosed by BBF.

Accordingly I expressly acknowledge that this Agreement will remain in effect for two years in default whereof the commissions due BBF would constitute liquidated damages.

By: \_\_\_\_\_  
Signature must be in blue or black ink

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**EITHER SCAN AND EMAIL TO [STEVE@BBFBROKERS.COM](mailto:STEVE@BBFBROKERS.COM) OR FAX TO 734-455-2120**