



NON-DISCLOSURE AGREEMENT-IND

Engagement #: 1490

Agents: Andy Schmelzer & Young Bebus

Our agreement with the sellers of that certain business identified as Project 1490 (the "Seller") requires that we obtain a Non-Disclosure Agreement from you before disclosing the name, location and other non-public information regarding the Seller's business.

In consideration of Lakes Business Group, Inc., d/b/a VR Business Brokers ("Broker") providing such information, including, but not limited to, the listing number(s) specified above, I/we understand and agree:

1.
 - (a) That any data and information of, about or related to Seller and/or its business and provided or made available by or on behalf of Broker and/or Seller (collectively, "Information") at any time and in any format (hard copy, electronic, visually including through facility tours or in management presentations, verbally or otherwise) is sensitive and confidential, and that its disclosure to others or use in a manner not permitted by this Non-Disclosure Agreement may be damaging to the Seller and/or its business. Information includes, but is not limited to, each of the following as they related to Seller and/or its business: (i) the fact that Seller has engaged Broker and/or is considering a strategic transaction involving Seller and its business; (ii) actual and prospective supplier and customer data and information; (iii) manufacturing techniques, facility layouts, know-how and other technical information used in conducting Seller's business; (iv) research and development; (v) sources of supply, costs, margin and pricing information, plans and strategies; (vi) historical financial information, projections and budgets; (vii) personnel and organizational data and information; and (viii) information Seller has received from third parties which Seller is bound by contract or law to hold in confidence. Notwithstanding the foregoing, Information shall not include any data or information: (1) which at the time of disclosure to us is in the public domain or which after such disclosure comes into the public domain through no breach of this Non-Disclosure Agreement by us; (2) which becomes available to us after the date hereof on a non-confidential basis from a source other than the Broker, the Seller and/or their agents and representatives, provided that such source is not known by us to be bound by a confidentiality agreement with the Broker, the Seller and/or their agents and representatives; (3) which was already in our possession prior to the first disclosure of such data or information to us by or on behalf of the Broker and/or the Seller; (4) which is developed by us without use of any Information; or (5) which is required by applicable law or regulatory authority to be disclosed by us, but in such event we agree, if legally permissible, to give the Seller prior written notice of the intent to disclose such data or information and will cooperate in good faith with the Seller's efforts to obtain a protective order or other appropriate remedy therefor.
 - (b) Not to disclose, for a period of two (2) years from the date I/we sign this Non-Disclosure Agreement, any Information to any other person who has not also signed this Non-Disclosure Agreement, except to secure the advice and recommendations of my directors, officers, employees or other business advisors (e.g., accountants, attorneys, etc.) who have a need to know Information in connection with my evaluation of a potential strategic transaction with the Seller (each such person, a "Representative"). I/we agree to cause all of our Representatives to comply with the provisions of this Agreement applicable to I/we to the same extent as I/we are bound, and agree to be responsible for any Representative's breach of this Agreement.
 - (c) Not to use, for a period of two (2) years from the date I/we sign this Non-Disclosure Agreement, any Information for any purpose other than evaluating a potential strategic transaction with the Seller.
 - (d) Not to contact, during the term of this Agreement and for a period of one (1) year after the termination hereof, the Seller, its owners, or their Representatives, landlords, suppliers or customers except through Broker, provided that this Section 1(d) shall not restrict (i) me from contact with any of the foregoing regarding my ordinary course business concerns which are independent of the matters contemplated by this Non-Disclosure Agreement if I have pre-existing relationships with any of the foregoing or (ii) general solicitations for employment such as internet job postings so long as not directed at any of the foregoing.
 - (e) All correspondence, inquiries, offers to purchase and negotiations relating to a potential strategic transaction with the Seller will be conducted exclusively through Broker. I/we acknowledge that the Seller and the Broker shall be free to conduct the process for a potential strategic transaction involving the Seller as they in their sole discretion shall determine, including, without limitation, negotiating and/or terminating negotiations with any prospective or interested parties at any time, with or without any reason therefor.
 - (f) Not to circumvent or interfere with Broker's contract with the Seller in any way.
2. That all Information is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy or completeness of said Information and neither Seller nor Broker makes any representations or warranties, express or implied, as to the accuracy or completeness of such Information. Understanding that, I/we shall perform my/our own due diligence and shall make an independent verification of said Information prior to entering into a definitive agreement regarding a strategic transaction with the Seller. I/we hereby acknowledge that only those representations and warranties made by the Seller in a definitive written agreement regarding a strategic transaction shall have any force or effect. I/we agree that Broker is not responsible for the accuracy or completeness of any of the Information I/we receive or fail to receive. In the event I/we commence any litigation against Broker and Broker is the prevailing party in such litigation, I/we agree to pay all of Broker's expenses relating to the investigation, preparation and defense of such litigation, including attorneys' fees. The provisions of this Section 2 shall survive the termination of this Non-Disclosure Agreement and/or any agreement between me/us and the Seller.

3. That should I/we enter into a definitive agreement for a strategic transaction with the Seller, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller and its agents and representatives (including Broker on Seller's behalf) to obtain through standard reporting agencies financial and credit Information about me/us or the companies I/we represent.
4. That Broker is not an agent for me/us, but is an agent for the Seller and has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property.
5. Neither the Seller nor I/we will be obligated to enter into any additional agreement or understanding, related to a potential strategic transaction or otherwise, as a result of entering into this Agreement or providing or allowing access to any Information. A strategic transaction will be entered into between I/we and the Seller, if at all, each in our own discretion and only as governed by a future definitive written agreement governing the same, entered into by each of us in our own discretion.
6. If I/we determine I/we do not wish to pursue the proposed transaction, I/we will promptly advise Broker of this fact and at such time or at any other time upon written demand of the Seller and/or the Broker, I/we will immediately deliver to Broker all tangible copies, and destroy all intangible copies, of all Information, in each case without retaining copies, summaries, analyses or extracts thereof, and provide the Broker with a certification from me (in the case of an individual) or a responsible officer of our company (in the case of an entity) that the foregoing has been completed.
7. The illegality, invalidity or unenforceability of any provision hereof under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provision. As used in this Non-Disclosure Agreement, references to "I", "we" "us" and the like will be construed in their broadest sense when applicable to the undersigned including, without limitation, to include the entity(ies) which the undersigned is signing for or on behalf of and that entity(ies) directors, officers, employees and other agents.
8. This Non-Disclosure Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. I/we may not assign any duties or obligations under this Non-Disclosure Agreement without obtaining the Seller's express prior written consent. This Non-Disclosure Agreement will be binding upon us and our successors and permitted assigns, and will inure to the benefit of the Broker, the Seller and their respective successors and assigns. This Non-Disclosure Agreement may not be amended or modified, and no duty or obligation hereunder may be waived, except in a future written amendment or waiver hereto which is executed by the Seller and us.
9. This Non-Disclosure Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to the state's conflicts of laws principles. All litigation related to this Agreement shall take place in Waukesha County, Wisconsin or the Eastern District Court of Wisconsin. I/we unconditionally and irrevocably waive any right to assert that the law of any other jurisdiction governs this Non-Disclosure Agreement. Without prejudice to any other rights or remedies the Broker and/or the Seller may have, we acknowledge and agree that money damages may not be an adequate remedy for any breach of this Non-Disclosure Agreement and that the Broker and/or the Seller may be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Non-Disclosure Agreement. I/we agree to waive any requirement for the securing or posting of any bond in connection with any such remedy.
10. This Non-Disclosure Agreement shall terminate one (1) year from the date hereof, provided that such termination shall not (a) waive or nullify any breach of this Non-Disclosure Agreement occurring prior to such termination, or (b) relieve us of our ongoing duties and obligations hereunder (including, but not limited to, those of confidentiality and non-use set forth in Section 1, above). Neither the time periods for performance under this Non-Disclosure Agreement nor the term hereof shall limit or supersede the common law of torts or statutory or other legal protection available for trade secrets if they provide the Broker and/or the Seller with greater rights or remedies than those set forth herein.

[Signature page follows.]



BUSINESS GROUP, INC

NON-DISCLOSURE AGREEMENT

Date _____

Buyer Name _____

Contact Phone _____ Alt Phone _____ Email _____

Business / Personal Interests _____

Education / Industry Focus _____

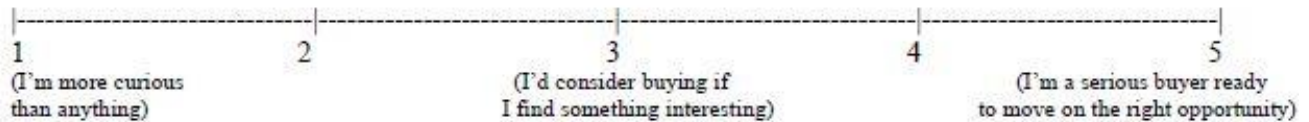
Have you owned your own business before? _____

How soon will you be ready to buy a business? _____

Minimum monthly income required? _____

Who else will be involved in the decision-making process or day-to-day operations of the business? _____

Where do you picture yourself in the process? (circle a number)



Amount of funds set aside to purchase a business and source of funds.

Cash on Hand	\$ _____
Retirement Funds	\$ _____
Other Stocks/Bonds/Securities	\$ _____
Real Estate Equity	\$ _____
Other	\$ _____
Other	\$ _____
<hr/>	
Total	\$ _____

Signature

Date

DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

8 (a) The duty to provide brokerage services to you fairly and honestly.

9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
11 it, unless disclosure of the information is prohibited by law.

12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 42-51).

14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 23-41).

16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.

17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
27 Firm is no longer providing brokerage services to you.

28 The following information is required to be disclosed by law:

29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).

30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a
34 later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** _____

36 _____

37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____

39 _____

40 _____

41 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

42 **DEFINITION OF MATERIAL ADVERSE FACTS**

43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

47 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
48 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
49 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
50 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a
51 contract or agreement made concerning the transaction.

52 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
53 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
54 <http://www.doc.wi.gov> or by telephone at 608-240-5830.

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
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