

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made on _____, 2012, between _____, a _____ company (the "Purchaser"), and RMD Financial Corporation, located at 2300 W. 29th Ave., Denver, Colorado, 80202 (the "Negotiator").

The Negotiator possesses certain valuable and confidential information (the "Confidential Information") about _____ (the "Seller") of both a trade and financial nature; and

WHEREAS, the Purchaser and the Negotiator are desirous of exploring the possibility of the Purchaser acquiring substantially all of the assets of the Seller in a negotiated transaction (the "Target Assets"), and the Negotiator is desirous of providing the Purchaser access to the Confidential Information to aid Purchaser in reaching a decision concerning such potential acquisition;

NOW, THEREFORE, in consideration of the mutual premises contained herein, the Negotiator and Purchaser hereby agree as follows:

1. The Negotiator shall disclose to Purchaser such of the Confidential Information as is necessary, in Purchaser's judgment, to enable Purchaser to make an evaluation of the potential acquisition (the "Permitted Use"), and Purchaser shall accept and hold such Confidential Information in confidence for the term of this Agreement in accordance with the provisions hereof. For purposes of this Agreement, all Confidential Information transferred from the Negotiator to Purchaser shall be deemed confidential and proprietary to the Negotiator, unless the parties agree in writing to the contrary, and the term "Confidential Information," as used herein, shall include and be limited to such transferred Confidential Information.

2. Subject to the provisions of Section 3 and the second sentence of this Section 2, without prior written consent of the Negotiator, Purchaser shall not:

- (a) disclose to any party the fact that the Negotiator has provided any of the Confidential Information to Purchaser;
- (b) disclose to any party that it is exploring the possibility of acquiring the Target Assets, or that the Seller is considering such acquisition by Purchaser;
- (c) disclose to any party any or all of the Confidential Information disclosed by the Negotiator, or permit any such third party to have access to such Confidential Information; or
- (d) use such Confidential Information for any purpose other than the Permitted Use.

In addition, Purchaser shall only disclose the foregoing and/or the Confidential Information to those of its employees, agents and representatives (all of whom shall be informed by Purchaser of this Agreement and shall be bound by the terms hereof) who shall reasonably need to know the same

and/or such of the Confidential Information as is necessary in order to prepare the above-referenced evaluation or to make decisions or render advice in connection therewith.

3. The obligations of Purchaser hereunder shall not apply to any Confidential Information which (a) has come within the public domain through no fault of, or action by, Purchaser; (b) is in possession of Purchaser prior to the time of disclosure by the Negotiator or which is independently discovered after the date hereof by Purchaser; (c) is obtained after the date hereof by Purchaser from any third party which is, to Purchaser's knowledge, lawfully in possession of such Confidential Information; or (d) Purchaser is required to disclose by law; provided, however, that Purchaser shall notify the Negotiator promptly of such requests or orders so that the Negotiator may seek an appropriate protective order. The Negotiator hereby certifies that all Confidential Information it transfers to Purchaser has and will have been lawfully obtained and in the lawful possession of the Negotiator.

4. Upon request by the Negotiator, Purchaser shall destroy or return and deliver to the Negotiator the Confidential Information, any copies thereof, and all notices, correspondence, documents or other records then in Purchaser's possession furnished by the Negotiator in connection with the exploration of Purchaser's possible acquisition of the Target Assets; provided, however, that Purchaser shall not be so obligated if it acquires said Target Assets.

5. This Agreement shall remain in effect for a period of one (1) year from the date hereof; except that upon acquisition of the Target Assets by Purchaser, this Agreement will terminate at the closing of any such acquisition.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Should any portion of the Agreement be held to be void or otherwise unenforceable, such unenforceability shall not affect the other portions of this Agreement, and the parties shall continue to abide by the terms of such remaining portions. This Agreement shall not be amendable except in writing, duly accepted by each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized signatories as of the date first above written.

By: _____, President

RMD FINANCIAL CORPORATION



By: **Richard Daniel, President**