

## NON-DISCLOSURE AGREEMENT FOR CLIENT ENGAGEMENT

This agreement (Agreement) is made and effective October 2, 2004 by and between \_\_\_\_\_, inc, a \_\_\_\_\_ corporation, having its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Client") and Sigma Capital Group, Inc., a Delaware corporation, having its principal place of business at Box 1002, Harbor Springs, MI 49740 (hereinafter referred to as "Sigma").

In connection with the Sigma's possible interest in participating in investment banking activities, investing in, lending against, licensing, or purchasing the assets of the Client, or entering into a joint venture, partnership or other commercial relationship with the Client (hereinafter referred to the "Transaction"), each party has furnished or will furnish certain commercial and technical information which is either non-public, confidential or proprietary in nature. This information, furnished by either party to the other, together with those portions of any analyses, compilations, studies, or other documents prepared by either party, or by their agents, representatives (including attorneys, accountants and financial advisors) or employee's which contain or otherwise reflect such information for either party's review is hereinafter referred to as the "Proprietary Information". In consideration of each party furnishing the other with the Proprietary Information, the parties agree that:

- (1) The Proprietary Information will be kept confidential and shall not, without the disclosing party's written consent, be disclosed by any other party, or by their agents, representatives or employees, in any matter whatsoever, in whole or in part, and shall not be used by any other party, their agents, representatives or employees, other than in connection with the potential Transaction. Moreover, the parties agree to reveal the Proprietary Information only to their agents, representatives, and employees who need to know the Proprietary Information for the sole purpose of evaluating the Transaction described above, who shall be informed of the confidential nature of the Proprietary Information and who shall agree to maintain the confidentiality thereof as contemplated by the terms and conditions of this Agreement. Each party shall be responsible for any breach of this Agreement by their agents, representatives or employees. Notwithstanding anything to the contrary contained in this Agreement, Sigma shall be permitted to engage in their ordinary business of investment and merchant banking, which may include disclosure of Confidential or Proprietary Client information to potential investors, acquirers or joint venture partners under terms of an engagement between the Client and Sigma.
- (2) Without prior written consent from the disclosing party, no other party or its agents, representatives or employees, shall make public or disclose to any person the fact that the Proprietary Information has been made available to the other parties, that discussions or negotiations are taking place concerning a possible Transaction or any of the terms, conditions or other factors with respect to any such possible Transaction (including the status thereof).
- (3) Any party may, at any time, terminate further access to the Proprietary Information and both other parties agree that the Proprietary Information, except for that portion of the Proprietary Information which consists of analyses, compilations, studies or other documents (or portions of any thereof) prepared by each party, or by their agents,

representatives or employees, will be returned to the other party immediately upon request, including all copies made of the Proprietary information. That portion of the Proprietary Information which consists of analyses, compilations, studies or other documents (or portions of any thereof) prepared by each party or by their agents, representatives or employees, will be destroyed and that destruction will be confirmed in writing to the other party. Notwithstanding the foregoing, each party may have their attorney retain one copy of the Proprietary Information in trust to be released therefrom and used by each party or their affiliates or representatives solely for purposes of defending themselves in future litigation concerning the Proprietary Information. No such termination will affect any party's obligations or those of their affiliates and representatives under paragraphs (1), (2), (3) and (5) hereof, all of which obligations shall continue in effect.

- (4) This Agreement shall be inoperative as to such portions of the Proprietary Information which (i) are or become generally available to the public through no fault or action by either party or by their agents, representatives or employees in breach of this agreement, (ii) are in each party's possession or become available to the party from a source, other than the other party, or any of their affiliates, or their agents, which source is not known to be prohibited from disclosing such portions by a contractual, legal or fiduciary obligation, or (iii) are developed by the party independently of the Proprietary Information furnished hereunder.
- (5) In the event that either party or anyone to whom a party has transmitted the Proprietary Information pursuant to the Agreement becomes legally compelled to disclose any of the Proprietary Information, the party will provide the other party with prompt notice so that a protective order or other appropriate remedy may be sought and/or compliance with the provisions of this Agreement may be waived. In the event that such protective order or other remedy is not obtained, or that compliance with the provisions of this Agreement is waived, the party will furnish only that portion of the Proprietary Information which the party is advised by a written opinion of counsel is legally required and will exercise reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.
- (6) The restrictions on the use and disclosure of Proprietary Information contained in this Agreement and provisions of paragraph (6) shall continue for a period of five (5) years from the date on which the last of the Proprietary Information is furnished hereunder.
- (7) This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the choice of law rules thereof.

Sigma Capital Group, Inc.

Client:

Bruce C. Woodry  
Chairman and CEO

Name(Print):  
Title (Print):