

Broadbridge, Inc.

Confidentiality and Nondisclosure Agreement

This agreement is between (the **Parties**):

- **Broadbridge, Inc. (Broker)**
- **Wisconsin Medical Packaging Company (Seller)** who is a Client of Broadbridge, Inc.
- **Buyer** (*please enter Name below - Individual or Corporation or other Legal Entity*):

And Assigns [(**Buyer**), which term includes Cooperating Broker, Buyer's Agent, and Buyer].

It includes any corporations, partnerships, partners, officers, employees, agents and professional advisors (**Representatives**) of the Parties.

Buyer wishes to discuss with Broker the possible sale of Seller's Business to Buyer (**Sale**).

Broker will supply Buyer with business, financial, technical, and other Information about Seller which both Broker and Seller deem to be confidential and proprietary (**Information**). Buyer understands that this Information is for Buyer's us only. It is not to be reproduced or forwarded to any party other than Representatives without prior written authorization from Broker.

1. Buyer agrees to use this Information only for the purpose of evaluating the Sale, and to otherwise hold this Information in strictest confidence. Buyer is responsible to see that any Representative will treat the Information in the same way. However, the foregoing restrictions don't apply to:
 - A. Generally available information,
 - B. Information received in the future from a third party,
 - C. Information independently developed by Buyer, and
 - D. Information released from its confidential status by prior written consent of Broker or Seller.
 - E. Information required to be disclosed by order of a regulatory agency or court.

2. A. Seller wishes the Sale to be kept confidential except as Seller and Broker elect to make the Sale known to others outside of Buyer and Representatives (**Outsiders**). Buyer agrees not to disclose to Outsiders that discussions are taking place about the Sale.

B. Buyer agrees not to contact Seller's customers, vendors, employees, or other Representatives either directly or indirectly.

If Buyer wishes to disclose anything to Outsiders, or contact Seller's customers, vendors, employees or other Representatives the Parties will agree in writing on the nature, form, timing and content of the disclosure or contact.

3. If a Sale to Buyer doesn't consummate, Buyer will return to Broker all copies of written Information received and / or reproduced (reproduction requires prior written authorization, see above) within ten (10) business days of a request by Broker. Buyer will still be responsible to keep the Information and Sale confidential. Buyer will not use any of the Information in Buyer's current or future business activities to compete with Seller.
4. Buyer acknowledges that Broker has not audited the Information, and that Broker and Seller make no representation or warranty as to the accuracy or completeness of the Information, except for any representations and warranties included in a contract for the Sale.
5. This agreement is governed by the laws of Wisconsin and is binding on Broker, Seller and Buyer. If any part of this agreement is declared void or otherwise unenforceable by a court, that part will be deemed to have been cut out of this agreement. The rest will remain in force.



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- 6. Buyer recognizes the sensitive and valuable nature of the Information and the irreparable harm the Seller could suffer if this agreement is violated. Buyer consents to injunctive relief or a restraining order against a violation of any part of this agreement, and that Seller will be entitled to actual damages and legal fees. Buyer agrees to indemnify and hold Broker and Seller harmless from any loss, damage, or cost from Buyer's breaching this agreement.
- 7. This agreement will remain in force for two (2) years from the date it is signed. Any change to it must be in writing and signed by the Broker and Buyer.
- 8. Buyer understands and agrees that -
 - A. Seller has engaged Broker as agent for the Sale of Seller's Business. Seller wishes all discussions about the Sale to be between Buyer and Broker unless Broker expressly authorizes otherwise. Buyer agrees not to contact Seller directly or to visit Seller's Business with out express written authorization.
 - B. All negotiations, offers to purchase and the like must be made through Broker.
 - C. Buyer agrees that if Buyer buys, leases, or possesses Seller's Business within three years from the date this agreement is signed that Buyer will not interfere with Broker's right to commission under Broker's agreement with Seller.
- 9. *The Parties agree that typing or inserting names, titles, and dates below and transmitting this document to each other electronically by email constitutes a valid signature and confirmation of this agreement.*

Broker and Seller

Date:

Buyer - Corp. or other entity **Date:**

Broadbridge, Inc.

(Corporation, Partnership, Sole
Proprietorship Name above)

Signature: 

02/09/2009

Signature: _____

By: Kris James Kavelaris

By: _____
(Print Officer's Name above)

As: **President**

As: _____
(Print Title of Officer / Representative
above)

Seller:
**Fox Valley WI Medical Packaging
Company**

OR

Buyer - Individually

Signature: 

02/09/2009

Signature: _____

By: Kris James Kavelaris

(Individual's Signature above)

For Broadbridge, Inc. as below
As: Seller's Agent

By: _____
(Print Individual's Name above)

As: **Individually**

