



Confidentiality Agreement

Contact

Acquisition Candidate

Name

Company (or ID)

Company

Contact

Address

Address

City / State / Zip

City / State / Zip

Phone

Business Description

Bel Air Growth Partners, LLC (“Bel Air”) is requesting from contact (“Contact”) certain confidential business and financial information in connection with a possible transaction between the above listed acquisition candidate (“Candidate”) and Bel Air. This agreement constitutes Bel Air’s commitment that such information, together with any other confidential information acquired by Bel Air in the course of its due diligence investigation, will be held and used by us subject to the following terms:

1. Bel Air shall hold the confidential information received from Contact or at Contact’s direction pursuant to this agreement in confidence and will disclose such information only to such of our employees, advisors, actual or potential lenders and representatives as may reasonably require the same for the aforesaid purpose. Bel Air’s obligations hereunder to keep confidential, as well as that of its employees and agents, shall terminate upon the expiration of two (2) years from the date of this agreement. Bel Air shall be released from its obligations hereunder on such earlier date when and to the extent that such information:
 - a. is obtained by Bel Air from a third party, unless such third party is known by Bel Air to be subject to confidentiality obligations similar to those set forth in this agreement;
 - b. is in the public domain; or
 - c. is required to be disclosed pursuant to an order, subpoena or other legal process of a state or federal court having jurisdiction over the subject matter.

Milwaukee

**826 N Plankinton, Suite 500
Milwaukee, WI 53203
414.225.0228**

2. Bel Air will use such confidential information only for the purpose of considering and evaluating the merits of the Candidate and Bel Air's interest, if any, of acquiring or providing financing therefore.
3. Upon Contact's request, Bel Air shall destroy all copies of confidential information provided to us.
4. Nothing in this agreement shall prevent Bel Air from using or disclosing to others any information which was in its possession on the date of this agreement, or which now is or thereafter becomes available to it as a matter of right from any third party.
5. Nothing in this agreement shall prevent Bel Air from retaining and utilizing as part of Bel Air's own know-how and knowledge, non-confidential information provided or acquired in the course of its due diligence investigation which may become relevant to Bel Air's subsequent evaluation of other business proposals.
6. This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws, principals or rules.

If the foregoing terms correctly set forth our agreement, please confirm this by signing and returning a copy to Bel Air. This agreement shall become valid only upon execution by both parties listed below.

Contact

Bel Air Growth Partners, LLC

By Date

By Date

Name

Name

Title

Title