

▶ **UPCOMING OPPORTUNITIES**

The companies contained in this document have retained the professional services of Generational Group. These companies are considered “**Upcoming Opportunities**” since they are still in the evaluation stage of the exit plan that is being managed by Generational Group. Each is being represented by Generational Group on an exclusive basis.

Generational Group is a mergers and acquisitions firm specializing in mid-market privately held businesses. With over 300 professionals, we represent sellers of a wide range of businesses. Generational Group headquarters are located in Dallas, TX.

As a leading firm specializing in middle-market mergers and acquisitions, Generational Group provides a valuable resource for buyers seeking to acquire private companies in this market segment. Our clients represent diverse acquisition opportunities from a broad range of industry sectors throughout the US and Canada. Generational Group's experience in valuing and selling private middle-market companies brings buyers and sellers together and assists buyers in achieving their acquisition goals.

For additional information about Generational Group, please visit our website at:
www.generational.com

For additional information regarding any of our Upcoming Opportunities, contact:



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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "NDA") is between Generational Equity, LLC ("GE") and/or Generational Capital Markets, Inc. ("GCM" and, together with GE, "Generational") and the undersigned potential buyer ("Potential Buyer"), together with any of its employees, agents, directors, officers, potential co-investors, portfolio companies, consultants, attorneys, accountants, prospective bank or institutional lenders, other financing sources, or other representatives who receive Confidential Information (collectively, "Representatives"), about the following Generational client (the "Client"):

The term of this NDA shall commence on the date of signature below, and shall continue for 24 months thereafter (the "Term").

1. **Confidential Information.** For purposes of this NDA, "Confidential Information" includes any confidential, non-public, or proprietary information concerning the Client, including, but not limited to, the Client's identity and the fact that the Client is considering a potential transaction (collectively, "Confidential Information"). Confidential Information does not include information that: (a) was known to Potential Buyer prior to disclosure by Generational; (b) has become publicly known through no fault of Potential Buyer; (c) was disclosed to Potential Buyer by a third party having no known restriction, after reasonable inquiry, on use or disclosure; (d) was independently developed by Potential Buyer without use of Confidential Information; or (e) Potential Buyer is required by law to disclose, so long as Potential Buyer gives Generational and the Client prompt written notice of such request.

2. **Protection and Use.** Potential Buyer acknowledges that disclosure of any Confidential Information may cause the Client irreparable harm and significant injury. Potential Buyer and its Representatives shall keep the Confidential Information confidential, and not disclose, reproduce, or otherwise discuss or make available all or any part of the Confidential Information in any form to any person or entity without written consent from the Client. Potential Buyer shall use the Confidential Information solely for the purpose of evaluating a potential acquisition of the Client (the "Acquisition") and shall not use any Confidential Information in a way that is detrimental to Generational or the Client. Potential Buyer agrees that it will not use Confidential Information to solicit any of Client's employees, customers, or suppliers; provided, that any such solicitation in the ordinary course of business without the use of Confidential Information is not be precluded by this NDA. Any Representatives that receive Confidential Information shall assume the same obligations as Potential Buyer under this Agreement, and Potential Buyer hereby assumes full responsibility for any breach of this NDA by its Representatives. Confidential Information shall not be reproduced in any form except for internal use by Potential Buyer and its Representatives.

3. **No Representations or Warranties.** Potential Buyer acknowledges and agrees that neither Generational nor the Client makes any representation or warranty, express or implied, as to the accuracy or completeness of all or any part of the Confidential Information, and that neither Generational nor the Client will have any liability to Potential Buyer as a result of the use of Confidential Information or any errors therein. No rights or obligations other than those expressly recited herein are to be implied.

4. **Return, Delete, and Destroy.** Potential Buyer agrees to immediately return all tangible Confidential Information and to delete and destroy all electronic Confidential Information and duplicates thereof upon Client's demand or termination of this NDA, whichever occurs first. Potential Buyer may, however, retain Confidential Information (whether paper or electronic) as required by applicable law and shall not be obligated to destroy electronically stored information contained in an archived computer system back-up in accordance with security and/or disaster recovery procedures, as long as such Confidential Information remains confidential in accordance with the terms of this NDA for the duration of its retention.

5. **Resolution Process.** This NDA shall be construed in accordance with the laws of the State of Texas without regard to any conflict of laws principles. The parties agree that any controversy or claim relating to this NDA shall be subject to binding arbitration under the Federal Arbitration Act, administered under the applicable rules of the American Arbitration Association, and held in Dallas, Texas. The prevailing party, as determined by the arbiter's award, shall receive reimbursement from the non-prevailing party for all expenses and attorneys' fees incurred in enforcing any rights herein. The parties agree not to initiate any complaint, review, post, claim, or accusation(s) in any format whatsoever, including verbally and online, without first complying with the requirements of this Section 5. Notwithstanding the foregoing, in the event of Potential Buyer's breach or threatened breach of this NDA, Client shall be entitled, without posting any bond or security, to seek injunctive or other equitable relief in a court of competent jurisdiction. The provisions of this Section shall survive termination or expiration of this Agreement and shall be binding upon the successors and assigns of Potential Buyer.

6. **Cooperation.** Potential Buyer agrees to reasonably cooperate with Generational in providing information requested regarding the Acquisition, and Potential Buyer agrees not to prevent Generational's participation and attendance at the closing of the Acquisition. Upon the closing of the Acquisition, Potential Buyer agrees that Generational may claim appropriate credit (via a tombstone and/or press release) within a reasonable and customary timeline.

7. **Portfolio Companies.** In the event Potential Buyer maintains portfolio companies or is in the business of managing investments, Client and Generational acknowledge that nothing in this NDA shall limit the activities of any portfolio or affiliated company (collectively, "Buyer Companies") of Potential Buyer so long as Confidential Information is not provided to any such Buyer Companies and the Buyer Companies are not acting at the direction of or on behalf of Potential Buyer or its Representatives with respect to any matter contemplated by this NDA.

8. **Miscellaneous.** Potential Buyer acknowledges that the Client is an express third-party beneficiary of this NDA, and shall have the right to enforce this NDA to the same extent as Generational. This NDA constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter. This NDA cannot be amended or modified except in a writing that is signed by all parties. This NDA is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Potential Buyer shall not be permitted to assign or delegate all or any portion of this NDA without the Client's prior written consent. This NDA may be executed in counterparts, each of which shall be deemed an original for all purposes hereunder, and all of which, taken together, shall constitute execution and delivery of one and the same agreement.

Executed on this _____ day of _____, 202__.

POTENTIAL BUYER:

Signature: _____

Signer's Name: _____

Phone Number: _____

Address: _____

Company: _____

Title: _____

Email: _____