

CONFIDENTIALITY AGREEMENT

Please return to CFA: FAX (402) 330 2461 or Mail to 268 N. 115th Street, Suite 6, Omaha, NE 68154

This agreement is made between the undersigned individually and for the referenced business entity, its officers, directors, partners, employees, agents, and advisors (Buyer) and Corporate Finance Associates (CFA) for the benefit of CFA and a presently undisclosed prospect (Prospect). Whereas: Buyer has requested information from CFA and Prospect for purposes of investigating a possible acquisition, merger, financing, or joint venture involving all or part of the business interests owned by Prospect, described as A (PROSPECT). Now Therefore: In order to induce CFA to identify the Prospect and provide such information, Buyer agrees as follows:

- 1. Buyer will not disclose any information obtained hereunder, or in the course of its investigations, to any person or organization not herein authorized or make known to other, by disclosure or confirmation, that this company, division or product line is for sale or that financing is desired, either before or after termination of investigations or negotiations.
2. Buyer may disclose the single copy of the Confidential Information to any of his/her attorneys, CPAs, business advisors, consultants, or lenders solely for the purpose of assisting Buyer in his/her evaluation of the worth and value of the Seller or the worth and value of their assets, and for no other purpose whatsoever; PROVIDED, HOWEVER, that it simultaneously discloses to its attorneys, CPAs, business advisors, consultants, or lenders a full and true copy of this Confidentiality Agreement, and points out to them the following specific provision hereof next appearing in boldface type: Any attorney, CPA, business advisor, consultant, lender or other person to whom the Confidential Information is disclosed by Buyer accepts delivery of the Confidential Information as agent of Buyer, and covenants and agrees that such agent is bound by this Confidentiality Agreement to the same and full extent as Buyer. Any breach of this Confidentiality Agreement by any agent of Buyer shall constitute a breach of this Agreement by Buyer.
3. This Agreement applies to all information received by Buyer from CFA or Prospect now and in the course of future investigations which is not available to the general public. All

- information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could cause substantial and irreparable damage to CFA and Prospect.
4. All information provided shall be used for the sole purpose of evaluating the acquisition or financing decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise CFA when its investigations or negotiations are terminated and will return all information furnished, in whatever form, without retaining copies, summaries or extracts.
5. Buyer will not contact the Prospect's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Prospect without written permission of CFA or Prospect. Buyer will not contact Prospect directly until authorized by CFA.
6. CFA makes no representation or warranty, expressed or implied, as to the truth, accuracy or completeness of any information provided, or not provided, to Buyer under this Agreement. Buyer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against CFA for Buyer's reliance thereon.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date of hereof.

PLEASE TYPE OR PRINT LEGIBLY

Agreed and Accepted this _____ day of _____ 200__

Company or Buyer Name: _____

By: _____ By: _____
(Printed) (Signature)

Address: _____
City State Zip

Phone: _____ Fax: _____

Email: _____

Unless otherwise specified, report will be emailed to the address shown above (please print clearly)