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Business Sales • Mergers • Acquisitions • Valuations

Attn: Mike Goldstein

CONFIDENTIALITY AND DISCLOSURE AGREEMENT

mgoldstein@keatepartners.com

This Confidentiality Agreement will confirm our mutual understanding in connection with Keate Partners Ltd. (KP) providing and my receipt of **Confidential Information** regarding client companies (the "Company") of Keate Partners.

1. "Information" means all oral or written data, reports, records or materials obtained from KP or the Company, including the knowledge that the Company is for sale, except that which is available in the public domain. Said Information is being furnished solely in connection with the potential acquisition of the Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those whose knowledge of the Information is required to evaluate the Company as a potential acquisition and where the undersigned assumes full responsibility for the compliance of these others to the terms of this agreement. The undersigned further agrees that it will not interfere with the Company's business through the use of any Information **acquired under this agreement**, nor use any such Information in competition with the Company. It is understood that the Company may enforce the terms of this Confidentiality Agreement.

2. It is understood that no representations or warranties are being made as to the completeness or accuracy of any information and that all representations and warranties shall be made solely by the Company and shall be set forth in a signed acquisition agreement or purchase contract and be subject to the provisions thereof. The undersigned acknowledges the responsibility to perform a due diligence review at her/his own cost and expense prior to any acquisition.

3. The undersigned acknowledges and understands that **KP and its associates represent the Company** and have a contract with the Company for a commission payable on the sale, trade, lease or exchange of the business or property; however, if due to financial considerations which require the company to enter a form of bankruptcy or creditor repossession that would void said contractual commission agreement, then the undersigned agrees to structure an offer for the Company that includes direct payment of KP's commission by the undersigned if the transaction is consummated with a creditor or through bankruptcy court.

4. The undersigned acknowledges the Company's desire to have "Information" disclosed only to parties financially able to complete the acquisition and agrees to provide proof of financial capability to KP.

5. The undersigned agrees to inform KP if there is no interest in pursuing the proposed transaction and to promptly return all information that has been provided, and to abide by the terms of this agreement for a period of two years from receipt of Information. Receipt of a copy of this agreement is acknowledged.

Your Name: _____ Date: _____
Signature:* _____ < Sign and fax to KP, or if emailing this back to KP type in your name (see below)*
Street, City, St.: _____ Zip: _____
Email: _____ Home or Off Ph. _____ Cell Ph. _____
Nature of Your Current Job: _____ Title: _____
If You Own a Business, % _____ Type: _____ Name: _____

If the acquisition will be done by you personally:

Your Liquid Assets (Cash, Stocks) \$ _____
Value of Your 401k, IRA \$ _____
Amount of Home Equity \$ _____
Total of Other Assets, Less Debt \$ _____
Approximate Net Worth (Total) \$ _____
Amount You Plan to Commit \$ _____

If the acquisition will be through your company above:

Company's Approximate Sales \$ _____
Company's Approximate Net Worth \$ _____
Cash Amount Your Company Could Invest \$ _____
Company's Website: _____
If Other Investors Are Involved, Amount they will Invest \$ _____

Verification of Financial Capability may be required by a financial statement, your banker or other means.

Acquisition
Interests,
size, location
and other
comments:

** I represent that I am the person whose name appears on the signature line of the document presented above. I acknowledge and agree to the statements, terms and conditions in the document above, and that by typing my name above and emailing this form to Keate Partners, I am electronically signing the document, which will have the same legal effect as the execution of the document by a written signature and shall be valid evidence of my intent and agreement to be bound.*