

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into by and between _____, the potential seller and the "Disclosing Party", and _____, the potential purchaser and the "Recipient".

Recipient requests from Disclosing Party access to certain confidential information and trade secrets to evaluate a potential purchase of assets or stock involving all or part of the business interests owned by Seller (the "Transaction" or the "Business"). In consideration for and as a condition to receiving such information as Disclosing Party may elect to provide, Recipient agrees to the terms and conditions set forth in this Agreement.

The Disclosing Party shall provide to the Recipient certain confidential information and Trade Secrets concerning the Business. Such information may include, but is not limited to, financial information, sales information, tax data, price lists and customer lists, which are not otherwise available to the public. Any and all information that the Disclosing Party may furnish to the Recipient, whether furnished before or after the date of this Agreement, whether tangible or intangible and in whatever form or medium provided, shall be deemed confidential information subject to the terms of this Agreement. This Agreement also specifically covers all information generated by the Recipient or its representatives, as defined below, which contains, reflects or is derived from the furnished information. All such information is collectively referred to in this Agreement as the "Information".

Recipient agrees to keep the Information confidential. Recipient and its officers, directors, partners, employees, agents, attorneys or consultants (collectively the "Representatives") shall not use the Information in whole or in part, other than in connection with the Transaction. Specifically, the Information shall not be used for any competitive purpose.

Recipient shall not disclose to any person the fact that the Recipient has received any of the Information or that discussions are taking place concerning the Transaction. All inquiries must be direct to Disclosing Party's representative that signed this Agreement, unless another individual is designated in writing. Recipient shall not contact any employees, vendors or customers of Disclosing Party regarding the Transaction.

Recipient agrees to share the Information only with its Representatives who need to know the Information solely for the purpose of assisting Recipient in evaluating the Transaction, who are informed of this Agreement and who agree to be bound by the terms of this Agreement as a party hereto. Recipient agrees that the confidentiality provisions of this Agreement are necessary to protect Disclosing Party's Trade Secrets. Recipient shall be fully liable for any breach of the Agreement by its Representatives.

Recipient agrees that, at the conclusion of its review of the Information, or within three (3) business days after Disclosing Party's request, all copies of the Information in any form whatsoever (including but not limited to any reports, memoranda or other materials prepared by

Recipient or at its direction) will be delivered by Recipient and its Representatives to Disclosing Party, or certified as destroyed, at Disclosing Party's election.

Recipient agrees that neither Disclosing Party nor its Representatives shall have any liability to Recipient or any of its Representatives resulting from their use of the Information.

Recipient acknowledges and agrees that, in the event of any breach of this Agreement, Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, Disclosing Party shall be entitled to an injunction (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement. Neither Recipient nor its Representatives will oppose the granting of such relief. Recipient also agrees to reimburse Disclosing Party for all costs and expenses, including attorney fees, incurred by Disclosing Party in enforcing the obligations of Recipient or its Representatives hereunder.

No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

Unless and until a definitive sales agreement is signed, neither Disclosing Party nor Recipient is under any legal obligation to sell or to purchase the Business. This Agreement may be modified or waived only by a subsequent written Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Recipient and its Representatives agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in the applicable State Court with jurisdiction over the Business address. Recipient and its Representatives hereby irrevocably and unconditionally consent to the jurisdiction of such Court, and hereby irrevocably and unconditionally waive any objection to the venue in such court. Facsimile signatures are binding on the parties.

RECIPIENT:

Date: _____

Name of business entity, if applicable

By:

Signature

Printed name and/or title

DISCLOSING PARTY:

Date: _____

Name of business entity

By:

Signature

Printed name and/or title