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CONFIDENTIALITY & NONDISCLOSURE AGREEMENT

#44810

This Confidentiality Agreement will confirm our understanding in connection with Exit Equity LLC (EEQ) providing the undersigned with "information" regarding the company designated by the client number above (Company).

1. "Information" means all the oral, written or electronically transmitted data, reports, records, or materials obtained from EEQ or the Company, including the name, address, and type of business of the Company, the knowledge that the Company may be considering a sale, or even the fact that any information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of such information, to the extent that such information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned or already in the undersigned's possession at the time of its disclosure hereunder, provided such source, to the undersigned's knowledge, is not known by it to be bound by an obligation of secrecy to the Company or another party; (iii) is obligated to be disclosed pursuant to applicable law, regulation or legal process; or (iv) has been independently developed by undersigned without violation of the agreements contained in this Confidentiality Agreement.
2. Information furnished is solely in connection with your consideration of the acquisition of the Company and shall be treated as "secret" and "confidential". No portion of such information shall be disclosed to others except those of your agents whose knowledge of the information is required for you to evaluate the Company as a potential acquisition, and who shall assume the same obligations that you have assumed under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such agents to the terms of this Agreement.
3. The undersigned further agrees that it will neither interfere with any business of the Company using any information or knowledge obtained under this Agreement, nor use any such information for its own account. In addition, the undersigned agrees not to circumvent this relationship with EEQ; to direct all contact with Seller through EEQ; and to refrain from any contact with Seller's employees, suppliers, advisors, or customers without the express written approval of Seller.
4. The undersigned acknowledge and agree that the Company would suffer irreparable harm in the event of disclosure or use of "Information" in violation of this Agreement, for which monetary damages may not be sufficient. The undersigned and the Company, therefore, agree and stipulate that in this event, the Company shall be entitled seek an injunction, without bond, which remedy shall be in addition to any other remedy available at law or in equity. In the event of litigation related to this Agreement, the non-prevailing party, as determined by mitigation of competent jurisdiction, shall reimburse the prevailing party for its reasonable legal fees together with reasonable cost whether taxable or not incurred by the Company in connection with such mitigation, including any appeal. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
5. All information shall be returned or destroyed promptly at the request of EEQ or the Company except as required by governmental laws and policies which the viewed operates under currently.
6. It is expressly understood that, (a) no representations or warranties are made as to the completeness or accuracy of the information provided, and (b) any and all representations and warranties shall be made solely by the Company in a signed acquisition agreement or purchase contract, and then be subject to the provisions thereof.
7. The undersigned acknowledges the responsibility to perform a due diligence review to its own satisfaction and at its own expense before any acquisition.
8. This agreement expires three (3) years from the date of signature below.

Name: _____ Buyer # _____ Company: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Signature: _____ Date: _____
(Principal or Authorized Representative) (For Exit Equity)

Scan/ e-mail to – Terry@exitequity.com

