BUSINESS ACQUISITION
& MERGER ASSOCIATES

3111-B Springbank Ln, Charlotte NC 28226
O | 704.295.0102 F | 704.295.0132

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Agreement is made as of _____, 20__ (the "*Effective Date*") by and between Business Acquisition & Mergers, LLC (dba Business Acquisition & Merger Assoc.), a North Carolina LLC with its principal place of business 3111-B Springbank Ln, Charlotte NC 28226 (the "*Broker*"), its client Company, hereinafter described and defined, and _____, a(n) _____ with its principal place of business at _____ (the "*Recipient*").

Recital

The Recipient has indicated an interest in acquiring a business which is represented by Broker as "Client", "Company" or "Disclosing Party" (the "*Proposed Transaction*"). The Recipient has requested that the Disclosing Party make available to the Recipient certain confidential or proprietary information about the "Company" and its business for the purpose of evaluating the Proposed Transaction. As a condition of providing Confidential Information (hereinafter defined) to the Recipient, the Disclosing Party requires the Recipient to agree to the following terms and conditions.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) *"Confidential Information"* means all information pertaining to the Disclosing Party and its business or the Proposed Transaction, which information is or has been furnished or disclosed in any manner by or on behalf of the Disclosing Party to the Recipient or any of its Representatives (hereinafter defined) at any time on or after the Effective Date of this Agreement, as well as all analyses, reports, compilations, forecasts, studies or other information prepared by the Recipient or any of its Representatives that contain any such information. Confidential Information includes, without limitation, technical, commercial, financial, accounting, legal and administrative information of whatever nature, whether written, in electronic form, or oral, and includes, without limitation, any due diligence memoranda and documents made available in a physical manner or in an electronic data room.

(b) *"Representatives"* means the shareholders, subsidiaries and other affiliates of the Recipient and the Recipient's and their respective directors, officers, partners, managers, employees, representatives and advisers (including, without limitation, attorneys, debt providers, accountants and financial and other advisers).

(c) *"Client", "Company" or "Disclosing Party"* means the Company, shareholders, subsidiaries and other affiliates represented by the Broker and their respective directors, officers, partners, managers, employees, representatives and advisers (including, without limitation, attorneys, accountants and financial and other advisers). For the purposes of this Agreement the specific Client of Broker shall be recognized in information as Client Code Name: **CRYSTAL** and its actual name.

(d) *"Broker"* means Business Acquisition & Mergers, LLC, d.b.a. Business Acquisition & Merger Associates, 3111-B Springbank Ln, Charlotte NC 28226, and its directors, officers, partners, managers, employees, representatives and advisers.

(e) *"Permitted Purpose"* means evaluation by the Recipient for the purposes of evaluating a Proposed Transaction.

2. Nondisclosure; Use of Information. The Recipient shall keep the Confidential Information strictly confidential. The Recipient shall not, and shall ensure that its Representatives do not, use any Confidential Information for any purpose other than the Permitted Purpose. The Recipient shall not disclose any Confidential Information to any person, except to those of its employees and individual Representatives who are identified in Exhibit A, and who are bound to maintain the confidentiality of such information and not to use such information other than for the Permitted Purpose. At the request of the Disclosing Party, the Recipient shall provide to the Disclosing Party a written confidentiality agreement executed by any of such individuals that contains confidentiality commitments that are at least as restrictive as those in this Agreement. The Recipient shall not, and shall ensure that its Representatives do not, disclose that the Disclosing Party is considering a Proposed Transaction, or that the Recipient is engaged in any discussion with the Disclosing Party regarding a Proposed Transaction.

3. Return of Information. Upon the request of the Disclosing Party at any time, the Recipient shall, and shall ensure that its Representatives who possess Confidential Information shall: (a) return to the Disclosing Party or its designees any and all Confidential Information in tangible form, together with any copies or reproductions thereof; and (b) delete or destroy all Confidential Information in any medium including, without limitation, notes, memoranda or other documents containing Confidential Information. Upon the Disclosing Party's request, the Recipient shall provide a certificate from an officer of the Recipient certifying to the Disclosing Party that such items have been destroyed.

4. Exceptions for Certain Information. The Recipient shall have no obligations under this Agreement concerning, and Confidential Information does not include, any information that the Recipient can demonstrate, through written evidence, (i) is or becomes generally available to and known by the public, through no disclosure by the Recipient or any other person to whom the Recipient disclosed such information, (ii) is in the Recipient's possession prior to the first disclosure by the Disclosing Party to the Recipient, or (iii) is disclosed to the Recipient by a third party who is not under any obligation to the Disclosing Party to hold the information in confidence.

5. Disclosure Required by Law. If the Recipient is required by legal process to disclose any Confidential Information, the Recipient may disclose only such information that it is legally compelled to disclose. The Recipient shall give the Disclosing Party reasonable advance written notice of such requirement prior to any such disclosure, and shall cooperate with any efforts by the Disclosing Party to obtain an appropriate protective order to maintain the confidentiality of such information.

6. Non-Solicitation of Employees. For a period of two years from the Effective Date of this Agreement, the Recipient shall not recruit, solicit or hire, directly or indirectly, any employee of the Company, or otherwise induce any such employee to leave the employ of the Company, provided that nothing in this Agreement shall prevent the Recipient from hiring any employees based on general

advertisements or solicitations for employment that are not specifically directed toward any employees of the Company.

7. No Representations. The Disclosing Party is making no representation or warranty concerning the completeness or accuracy of any Confidential Information that may be disclosed to the Recipient, except as may be made in a definitive agreement between the parties for the Proposed Transaction.

8. No Obligation to Enter into Transaction. Nothing in this Agreement shall obligate either party to enter into a definitive agreement for the Proposed Transaction or to negotiate any such agreement. The Disclosing Party may: (i) reject any and all proposals made by the Recipient with regard to the Proposed Transaction, (ii) terminate discussions or negotiations with the Recipient at any time for any or no reason, (iii) conduct the sales process relating to the Proposed Transaction as the Disclosing Party may choose, including, without limitation, by negotiating with one or more potential buyers or entering into a definitive agreement with any person and at any time without prior notice to the Recipient, and (iv) change the procedures relating to the Proposed Transaction at any time without prior notice to the Recipient.

9. Equitable Relief. The Recipient recognizes the irreparable injury which might result to the Disclosing Party if the Recipient or any of its Representatives should disclose or misuse Confidential Information, or otherwise breach or threaten to breach this Agreement and that monetary damages would not be an adequate remedy for such breach. Therefore, in addition to any legal remedies the Disclosing Party may have, the Disclosing Party will be entitled, without the posting of any bond, to injunctive relief and such other equitable remedies as a court of competent jurisdiction may deem appropriate. The Recipient will be liable to the Disclosing Party for any and all damages, including, without limitation, consequential damages, caused by the Recipient's breach of this Agreement, and for any expenses, including reasonable attorney's fees and court costs, incurred by the Disclosing Party to enforce this Agreement. It is understood that both the Broker and the Company are the intended third party and beneficiaries of this agreement, whose rights are being protected, and who may enforce the terms of this agreement as if it were a party to it.

10. Circumvention. The Recipient or any Representative will negotiate and communicate through the Broker and will not circumvent any agreement between the Disclosing Party and their Broker. Should the Recipient or any Representative purpose to circumvent any fee agreement between the Disclosing Party and their Broker, the Recipient may be held liable for the full fee agreed to between the Disclosing Party and their Broker.

11. Term. This Agreement shall become effective as of the Effective Date and shall expire on the third year anniversary of such date, provided that the obligations of the Recipient in this Agreement to maintain the confidentiality of and not to disclose Confidential Information disclosed to the Recipient prior to such expiration date, and not to use such Confidential Information for any purpose other than the Permitted Purpose, and any other provision of this Agreement whose context so permits, shall survive any expiration of this Agreement.

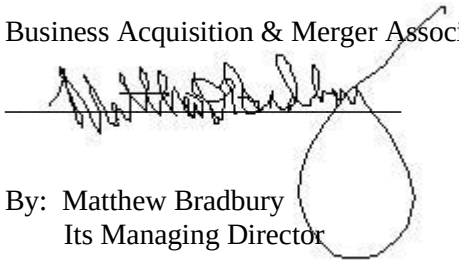
12. Governing Law. This Agreement is governed by the laws of the State of North Carolina.

13. Miscellaneous. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, all other provisions shall remain in full force and effect to the extent permitted by law. If any provision of this Agreement is capable of two constructions, only one of which would render the provision valid and enforceable, then the provision will have the meaning which renders it valid and enforceable. This Agreement is the entire agreement with respect to the subject matter hereof and will inure to the benefit of the Disclosing Party and its successors and assigns, and will be binding upon the representatives, successors and assigns of the Recipient. This Agreement may be

executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement may be amended only by a writing executed by authorized officers or representatives of the Recipient and the Disclosing Party.

Executed as of the Effective Date shown at the beginning of this Agreement.

Business Acquisition & Merger Associates:



By: Matthew Bradbury
Its Managing Director

Recipient:

_____

By: _____
Its

Email: _____
Phone: _____

RETURN EXECUTED NDA TO: admin@buysellyourbusiness.com or Fax: 704-295-0132.

Exhibit A

Individuals Who Shall Be Permitted Access to Confidential Information