

WILLIAM E. OLIVER ASSOCIATES, INC.

**CONFIDENTIALITY AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is entered into and made effective as of the date set forth below, by William E. Oliver Associates, Inc. and owner’s company (“Seller) and \_\_\_\_\_ (potential “Buyer”).

The undersigned (the “Buyer”) understands and acknowledges that William E. Oliver Associates, Inc. (the “Broker”) has an exclusive agreement with the owner(s) (the “Seller”) of the business and/or property described below (the “Business”) whereby Broker has been retained for an agreed upon commission to represent Seller in the sale of the Business. Buyer understands and acknowledges the Broker is acting as the agent of the Seller and that Broker’s primary duty is to represent the interests of the Seller. The Business that is the subject of this Standard Confidentiality Agreement (the “Agreement”) is any business shown to the buyer by William E. Oliver Associates, Inc.

In order to induce Broker or Seller to furnish information regarding the Business (the “Information”) to Buyer for Buyer’s evaluation and possible purchase of said business and in consideration for Broker’s or Seller’s furnishing such Information, buyer understands, agrees, represents and warrants to Broker and Seller as follows:

1. The word “Buyer” as used herein shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation; as an agent, advisor or consultant for or to any business entity and in any other capacity whatsoever.
2. “Information” shall mean all oral and written data, reports, records or materials obtained from Broker or the “Business”, except that which is generally available through public sources. “Information includes the name, address, and type of business of the “Business”, the fact that the Business is for sale, and the fact that information has been provided.
3. Information is being furnished solely in connection with Buyer’s consideration of the acquisition of the Business and shall be treated as secret and confidential. No portion of such information shall be disclosed to others except those advisors required by Buyer to evaluate the Business as a potential acquisition, and who shall assume the same obligations that Buyer has assumed under this Agreement.
4. The undersigned further agrees that it will neither interfere with any business of the Seller through the use of any information or knowledge obtained under this Agreement, nor use any such information for its own account. In addition, the undersigned agrees to direct all contact with Seller through Broker, and to refrain from any contact with Seller’s employees, suppliers, advisors or customers without the express written approval of the Seller.

5. It is understood that the Seller is the intended party and beneficiary whose rights are being protected and that Seller may enforce the terms of this Agreement as if it were a party to the Agreement.
6. All information shall be returned or destroyed at the request of Broker or Seller.
7. The undersigned acknowledges the responsibility to perform a due diligence review to its own satisfaction and at its own expense prior to acquisition. The undersigned further acknowledges that Broker is the broker of the Seller and that Broker is not hereby entering into an agency relationship with a potential Buyer.

EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

Printed Name of Buyer \_\_\_\_\_

Printed Name of Company \_\_\_\_\_

Signature (Individually and as Duly Authorized) Representative \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_