



CONFIDENTIALITY & NONCIRCUMVENTION AGREEMENT FOR BUYERS

This Confidentiality & Noncircumvention Agreement (the "**Agreement**") is made as of this _____ day of _____, 2008 by and between the undersigned, _____ ("**Buyer**") and **Quantum Associates, Inc. (dba Dovetail Business Advisors)** a Missouri corporation ("**Quantum/Dovetail**").

Whereas, Buyer and Quantum/Dovetail is conducting discussions concerning the potential acquisition by Buyer of a business and/or real estate, _____ (which such business and/or real estate shall be sometimes referred to herein as the "**Business**") and, in connection with such discussions and Buyer's evaluation of the possible acquisition of the Business (together, the "**Permitted Use**"), Quantum/Dovetail shall disclose to Buyer certain financial and other business information, in written and oral form, concerning the condition and operations of the Business (any such information disclosed to Buyer, together with any other information concerning the Business that has already been disclosed to Buyer, shall hereinafter be referred to as the "**Confidential Information**"); and

Whereas, Quantum Associates, Inc. is a mergers and acquisitions firm in the State of Missouri, and

Whereas, the parties wish to set forth in this Agreement their understanding concerning the use and protection of the Confidential Information and certain other matters with respect to the Permitted Use.

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Quantum/Dovetail hereby agrees that:

1. Mutual Obligations. Quantum/Dovetail and Buyer shall hold in strict confidence, and shall not disclose to any third person(s) (which term as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, group, partnership, agency, or individual), the fact: **(a)** that the Confidential Information has been disclosed to Buyer; **(b)** that Buyer is considering an acquisition of the Business; and/or **(c)** that discussions in connection with the Permitted Use are taking place **(d)** that Buyer will work through Quantum/Dovetail concerning a transaction with Business.

2. The Confidential Information.

(a) Buyer shall hold in strict confidence, and shall not disclose to any third person(s), all of the Confidential Information in accordance with the terms of this Agreement.

(b) Buyer shall not use any of the Confidential Information received to compete with Seller or to establish a competitive advantage over Seller.

(c) Buyer shall: **(i)** use the Confidential Information only in connection with the Permitted Use; and **(ii)** disclose the Confidential Information only to Buyer's employees, attorneys, accountants, investment bankers, agents, and/or representatives as reasonably necessary in connection with the Permitted Use. It is Buyer's responsibility to ensure that any such persons shall, prior to being provided with any or all of the Confidential Information, agree to be bound by the terms of this Agreement.

(d) Upon written request by Quantum/Dovetail, Buyer shall promptly return to Quantum/Dovetail all of the Confidential Information, together with all copies, summaries, and extracts of all documents included within the Confidential Information, without retaining any copy thereof.

(e) Quantum/Dovetail shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Confidential Information.

(f) Buyer shall assume the liability for all damages, loss, cost, or expense which result from **(i)** the unauthorized disclosure of the Confidential Information by Buyer to third parties or entities, or **(ii)** the use of the Confidential Information by any person or entity other than Quantum/Dovetail or the Business, caused by the unauthorized disclosure or dissemination of same by any employees, agents, or contractors of Buyer.

3. Acknowledgment. The Confidential Information is proprietary to Quantum/Dovetail and the Business. Any disclosure or unauthorized use thereof may cause irreparable harm and loss to Quantum/Dovetail and/or the Business; further, it shall be difficult or impossible to measure in money the damages that may accrue to Quantum/Dovetail and/or the Business by reason of any such disclosure or unauthorized use. Therefore, in addition to any other remedies or damages available to Quantum/Dovetail or the Business, Quantum/Dovetail and/or the

Business shall be entitled to an injunction restraining further violation of this Agreement if Buyer violates any of the terms and conditions of this Agreement.

4. Miscellaneous.

(a) The foregoing obligations of Buyer shall not apply to the extent that the Confidential Information or any other information covered by this Agreement: (i) was or is in the public domain; (ii) was in fact known to Buyer prior to disclosure by Quantum/Dovetail; (iii) is disclosed or furnished to Buyer by a third party (other than officers, directors, employees, and agents of Quantum/Dovetail) after disclosure by Quantum/Dovetail; or (iv) thereafter, through an act or failure to act on the part of Quantum/Dovetail, becomes information generally available to the public.

(b) Nothing in this Agreement shall obligate either Buyer or Quantum/Dovetail to enter into any further agreement. Further, Quantum/Dovetail makes no warranty as to the accuracy or completeness of the Confidential Information.

(c) Buyer acknowledges that Seller of Business must agree to release said information to prospective Buyer prior to its release.

(d) Buyer agrees not to propose any transaction or attempt to acquire, or assist, advise or encourage any other persons to acquire, directly or indirectly, any interest in the Business or any of its securities, businesses or assets unless Seller and Quantum/Dovetail shall have consented to such activity.

(e) Buyer acknowledges that the Seller(s) of the Business is a third-party beneficiary of this Agreement and may enforce the provisions hereof to the extent the Seller or the Business is adversely affected and therefore agrees, that the Seller or the Business shall be entitled to equitable relief, including injunction, in the event of any breach of this Agreement and that Quantum/Dovetail will not oppose the granting of such relief.

(f) This Agreement shall remain in effect until the earlier of (i) three (3) years from the date of this Agreement, or (ii) any other date that has been mutually agreed upon in writing.

(g) This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.

(h) The obligations of Buyer under this Agreement shall extend to and shall bind all partners, predecessors, subsidiaries, affiliates, successors, or assigns of Buyer.

DISCLAIMER: Quantum Associates, Inc. (dba Dovetail Business Advisors) strongly recommends that all Sellers and Buyers seek legal, tax, and other professional advice relative to any Business Transaction. Quantum/Dovetail has no responsibility for verification or authentication of the accuracy or completeness of any of the books, records, financial statements or any representation or warranty made by a Seller or a Buyer in the course of any Proposed Transaction. Buyers must assume full responsibility to undertake a detailed and thorough investigation of the Business and representations and warranties by a Seller concerning a Business, including such matters as title to and conditions of all property to be sold, the status of the Business, and the operations of the Business.

In witness whereof, the parties have caused this Agreement to be duly executed as of the day and year first written above.

Buyer: _____
Print Name Title (if any) Company (if any)

_____ Address City State Zip

_____ Home Phone Business Phone Fax Cell

_____ E-mail Address Web Site

Signature: _____ **Date:** _____
Individually and Corporately

Quantum Associates, Inc. (dba - Dovetail Business Advisors)

By: _____ Date: _____

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