



CONFIDENTIALITY & NONDISCLOSURE AGREEMENT FOR SELLERS

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

Whereas, Seller and Dovetail are conducting discussions concerning the possible sale of _____ d/b/a _____ with its principal address at _____ (which such business/real estate shall be sometimes referred to herein as the "**Business**") and, in connection with such discussions and Dovetail's evaluation of the possible sale of the Business (together, the "**Permitted Use**"), Seller shall disclose to Dovetail certain financial and other business information, in written and oral form, concerning the condition and operations of the Business (any such information disclosed to Dovetail, together with any other information concerning the Business that has already been disclosed to Dovetail, shall hereinafter be referred to as the "**Confidential Information**"); and

Whereas, the parties wish to set forth in this Agreement the uses and protections 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, Seller and Dovetail hereby agree that:

1. Mutual Obligations. Dovetail and Seller 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), unless approved by the Seller, the fact: **(a)** that the Confidential Information has been disclosed to Dovetail; **(b)** that Seller is considering the sale of the Business; and/or **(c)** that discussions in connection with the Permitted Use are taking place.

2. The Confidential Information.

(a) Dovetail 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) Dovetail shall: **(i)** use the Confidential Information only in connection with the Permitted Use; and **(ii)** disclose the Confidential Information only to specific prospective purchaser(s) upon Seller's approval of specific prospective purchaser's, as is necessary for that purchaser to evaluate the potential acquisition for the Company.

(c) Dovetail is authorized to and will transmit and/or disclose such Information only to such purchasers who: **(i)** have been informed of the confidential nature of the Confidential Information; **(ii)** have been directed to treat the Confidential Information confidentially; **(iii)** have signed and delivered to Dovetail an agreement acknowledging the confidentiality of the Confidential Information.

(d) Dovetail and authorized prospective purchasers of the Business are authorized, after obtaining Seller's approval, to discuss Confidential Information with Seller's employees, attorneys, accountants, investment bankers, agents, and/or representatives as reasonably necessary in connection with the Permitted Use. It is Seller's responsibility to ensure that any such persons shall, prior to being contacted by Dovetail or any prospective purchaser of the Business, agree to be bound by the terms of this Agreement.

(e) Upon written request by Seller, Dovetail shall promptly return to Seller all of the Confidential Information, including all copies, summaries, and extracts of all documents included within the Confidential Information, without retaining any copy thereof, unless required by law, should our discussions terminate.

(f) Seller warrants that all information provided to Dovetail and its Associates concerning the Business is true and complete to the best of their knowledge. Dovetail shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Confidential Information.

(g) Seller shall agree to treat the approved buyer prospect's interest to purchase the Business in a confidential manner and will not disclose the identity of the prospective purchaser to third parties other than the Seller's attorney, accountant, consultants or others representing the seller in connection with a potential acquisition. Seller shall instruct all such parties to treat the prospective purchaser's interest in the Business confidentially.

(h) Seller shall assume the liability for all damages, loss, cost, or expense which result from **(i)** the unauthorized disclosure of the Confidential Information by Seller to third parties or entities, or **(ii)** the use of the

Confidential Information by any person or entity other than Dovetail or the Business, caused by the unauthorized disclosure or dissemination of same by any employees, agents, or contractors of Seller.

3. Acknowledgment. The Confidential Information received from prospective buyers is proprietary to Dovetail and the prospective buyer. Any disclosure or unauthorized use thereof may cause irreparable harm and loss to Dovetail and/or the prospective buyer; further, it shall be difficult or impossible to measure in money the damages that may accrue to Dovetail and/or the prospective buyer by reason of any such disclosure or unauthorized use. Therefore, in addition to any other remedies or damages available to Dovetail or the prospective buyer, Dovetail and/or the prospective buyer shall be entitled to an injunction restraining further violation of this Agreement if Seller violates any of the terms and conditions of this Agreement.

4. Miscellaneous.

(a) The foregoing obligations of Seller or Dovetail 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 Dovetail prior to disclosure by Seller; (iii) is disclosed or furnished to Dovetail by a third party (other than officers, directors, employees, and agents of Seller) after disclosure by Seller; or (iv) thereafter, through an act or failure to act on the part of Seller, becomes information generally available to the public.

(b) Nothing in this Agreement shall obligate either Seller or Dovetail to enter into any further agreement. The Seller agrees to indemnify and hold Dovetail harmless for any claim, loss or damages, including expenses of defense arising from any incorrect Information provided to Dovetail or from any material not disclosed by Seller.

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

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

(e) The obligations of Seller under this Agreement shall extend to and shall bind all partners, predecessors, subsidiaries, affiliates, successors, or assigns of Seller. Seller cannot assign its rights hereunder without the written consent of Dovetail.

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

DISCLAIMER: Dovetail Business Advisors, Inc. strongly recommends that all Sellers and Buyers seek legal, tax, and other professional advice relative to any Business Transaction. 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.

Print name Title (if any) Company

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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