



## **CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT (the Agreement) is by and between S&P Capital, LLC (the Disclosing Firm) and the undersigned (the Recipient).

Undersigned parties to this agreement have hereby agreed to enter into a confidential relationship with respect to the disclosure by S&P Capital, LLC to the Recipient of certain information. Recipient has requested information from the Disclosing Firm for consideration of a possible transaction and/or evaluation between the Recipient, S&P Capital, LLC and the Seller represented client of the Disclosing Firm. In consideration of a possible transaction or relationship between the Recipient and the Disclosing Firm and its clients, the Disclosing Firm may reveal to the Recipient confidential, important, and/or proprietary trade secret information concerning the Disclosing Firm, its clients, for the purpose of evaluating a possible transaction. All information shall be used by Recipient for the sole purpose of evaluating the potential transaction. The Recipient, along with the Recipient's firm, subsidiaries, officers, affiliates, employees, agents, accountants, counsel, consultants and other advisors directly connected with the possible transaction all agree to keep the information strictly confidential and to not disclose the information contained therein to anyone not directly mentioned or covered in this agreement, without prior written consent of the Disclosing Firm.

*Confidential Information:* For the purposes of this Agreement, "Confidential Information" shall include all information provided for the purpose of evaluating the possible transaction and is of tangible/intangible value of the confidential business for sale. All information provided to the Recipient is considered private, sensitive and/or proprietary. Unauthorized disclosure of any said information learned through this process could be damaging to the business and/or S&P Capital, LLC's ability to perform its work.

*Evaluation Material:* Once Recipient decides not to proceed with a possible transaction, the Recipient hereby agrees to return all and/or destroy all written evaluation material, correspondence concerning the business evaluated, and all financial/confidential material provided for the purpose of evaluating. The return and/or destruction of said evaluation material shall be certified in writing by the Recipient to verify/acknowledge completion of said destruction of documents.

*Termination:* This agreement and confidentiality obligations contained herein shall be in effect for a term of two (2) years from the execution of this Agreement.

*Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. All parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Charlotte, North Carolina, for the purpose of any action arising out of this agreement, and hereby waive any other venue to which either party might be entitled by domicile.

Initial: \_\_\_\_\_



## S&P CAPITAL

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*Entire Agreement.* The Recipient understands that any and all information concerning the business listed for sale, is provided by the Disclosing Firm by the Seller and or their accountant/attorney sources, and is not represented or verified in any way by the Disclosing Firm. The Disclosing Firm makes no representation or knowledge to the accuracy of the business listed. The Recipient relies on its sole opinion/evaluation of the business and will prepare said evaluation in order to prepare and execute a formal Letter of Intent. Recipient further agrees to indemnify and hold harmless the Disclosing Firm and its representatives from any claims, suits, or damages which may occur by reason on the inaccuracy, discovery, or incompleteness of all information provided on the represented business.

The Recipient further understands that all correspondence, questions, requests, and Letters of Intent, including any negotiations relating to the purchase and/or lease of the business, including all tangible and intangible assets shall be conducted through the Disclosing Firm. The Recipient agrees not to circumvent or interfere with the Disclosing Firm's representation of the business, and its shareholders/officers.

This agreement is the full and complete understanding of the undersigning parties as it pertains to the business for sale, its confidentiality, evaluation materials, representations and understandings of the subject business. This agreement is not, however, to limit any rights that S&P Capital, LLC and its clients, may have under trade secret, patent, copyright or general law available to the Disclosing Firm. This agreement shall be construed as to its fair meaning and not strictly for or against either party. The undersigned representative of the Recipient has the full authority to enter into this agreement on behalf of the Recipient's firm.

Accepted and executed as of \_\_\_\_\_, 2009.

Disclosing Firm: S&P Capital, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Recipient Firm: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_