



Non-Disclosure Agreement

CLIENT COMPANY: _____
(Inserted After Execution)

This Confidentiality Agreement (Agreement) by and between _____ (Recipient) and Citi Brokerage Group, Inc. (Broker), is intended to govern the transfer of Confidential Information (Information) by Broker to Recipient in connection with Recipient's possible interest in acquiring Client Company (Company) and the restrictions on further disclosure of such information by Recipient.

1. "Information" means the Business Profile and all data, reports, record or materials concerning the Company obtained from Broker or Company which is not in the public domain, including the name, address and type of business of the Company and knowledge that the Company may be considering a sale. The term "Information" shall not include information that is or becomes public knowledge by any means other than disclosure by Recipient or is obtained from any source independent of Broker.
2. The information is being furnished solely in connection with Recipient's consideration of a purchase of the Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to such of Recipient's employees and agents whose knowledge of the Information is required in order to evaluate the Company as a potential acquisition. All of Recipient's employees and agents to whom Recipient shall disclose any of the Information shall assume the same obligations as Recipient under this Agreement.
3. It is understood, acknowledged and agreed to by Recipient that disclosure of the information could be damaging to the Company and that Company is the intended party and beneficiary whose rights are being protected and that Company may enforce the terms of this Confidentiality Agreement as if it were a party to the Agreement.
4. All information furnished shall be promptly returned or destroyed or otherwise disposed of as directed by Broker or Company should Recipient decide against acquiring the Company.
5. Recipient acknowledges that (a) Broker makes no representations or warranty as to the completeness or accuracy of the information concerning the Company, and (b) any and all representations and warranties shall be made solely by the Company and shall be set forth in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
6. Recipient acknowledges the responsibility to perform a due diligence review of the Company at his own cost and expense prior to any acquisition of the Company.

Citi Brokerage Group, LLC
Kellye Bennett, Consultant
Mergers and Acquisitions Consulting
Washington, DC Metro
Phone: 202.758.4665
Facsimile: 888.550.7203
Email: kellye@cbgmac.com

7. Recipient acknowledges Broker is an agent of the Company and has an agreement with the Company for a fee to be paid to Broker for the sale of the business or property. All communication, correspondence, offers to purchase and negotiations relating to the acquisition of the Company will be conducted through Broker.
8. All obligations hereunder shall terminate 2 years from the date hereof.

RECIPIENT

Signature _____ Date _____

Name (Please Print) _____

Company _____

RECIPIENT

Signature _____ Date _____

Name (Please Print) _____

Company _____

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