

THE HEIM GROUP

Middle Market Investment Bankers

CONFIDENTIALITY AGREEMENT

In connection with the possible merger or acquisition (Proposed Transaction) by the undersigned (Prospect) of the company described in Company Profile No ____ (the Company), The Heim Group, Inc. (THGI) will furnish to the Prospect information regarding the Company (Proprietary Information). In consideration of obtaining the Proprietary Information, the Prospect hereby agrees as follows:

1. The Proprietary Information furnished by THGI or the Company will be deemed confidential. The term Proprietary Information does not include: information which is already in the Prospect's possession, was or is in the public domain or thereafter becomes information generally available to the public.
2. THGI does not have an obligation to supply the Prospect with on-going updates or changes to the Proprietary Information and will do so only at the direction of the Company.
3. Unless THGI otherwise agrees in writing, the Prospect will not disclose or reveal any of the Proprietary Information for two (2) years from the date hereof to any persons or entities other than its employees or representatives actively and directly participating in the evaluation of the Proprietary Information in connection with the Proposed Transaction. The Prospect agrees not to use the Proprietary Information for the Prospect's own benefit.
4. The Prospect agrees not to contact the Company directly without express written permission from THGI. The Prospect also agrees to deal exclusively through THGI should the Prospect or any of its related entities elect to pursue the Proposed Transaction.
5. The Prospect will promptly destroy or deliver to THGI the Proprietary Information furnished to the Prospect, without retaining copies, summaries or extracts, in the event: (1) THGI provides a written request to the Prospect or (2) the Prospect determines it does not wish to pursue the Proposed Transaction.
6. The Prospect understands that neither THGI nor the Company makes any representation or warranty as to the accuracy or completeness of the Proprietary Information. The Prospect further understands that the Proprietary Information may have or will be provided to other potential buyers.
7. The Prospect agrees that, as a condition of being provided with the confidential Proprietary Information described above, the Prospect will provide THGI with whatever confidential information and documents that THGI may request to demonstrate the Prospect's financial capacity to purchase the Company. The Prospect will provide this information with the understanding that it is confidential and that THGI will make this information available only to its agents and the seller. The Prospect warrants that all such documentation will be true and correct and agrees and understands that the failure or unwillingness to provide this information is justification for THGI to terminate further communications and/or negotiations for the acquisition of this the Company.
8. This Agreement shall be governed and construed in accordance with the laws of the State of California, U.S.A.
9. In the event of any controversy or claim arising out of or relating to this agreement, or breach thereof, the prevailing party shall be entitled to all costs, expenses and reasonable legal fees.

Agreed to and accepted this _____ day of _____, 20__.

Prospect Name _____ Phone () _____
(please print)

Company _____

Address _____

Signature _____ Title _____

Email: _____