

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In connection with the undersigned's (the "**Recipient**") possible interest in an investment or acquisition (the "**Transaction**") involving the business of Company #10377 (the "**Company**"), a client of Brandywine Mergers & Acquisitions, LLC ("**Brandywine**") which will be identified upon receipt of this signed agreement, the Recipient has requested that certain information relating to the Company or the Transaction be furnished to Recipient. The purpose of this Agreement (this "**Agreement**") is to describe the terms under which the Company and Brandywine will disclose certain information to Recipient. In consideration of the covenants of Recipient contained herein, the Company and Brandywine agree to disclose certain information to Recipient for the sole purpose of Recipient's evaluation and analysis of a possible Transaction. Therefore, in consideration of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Recipient agrees as follows:

1. Confidentiality. For the purpose of this Agreement the term "**Confidential Information**" means any information provided by the Company or Brandywine to the Recipient during the term of this Agreement which is confidential in nature including, without limitation, all financial information, corporate documents, agreements, life insurance information, the identity of the Company, potential transactions, trade secrets, business projections, methods of operating, financial statements, tax returns, litigation information, legal information and all other technical, financial data and business data (whether disclosed orally, in writing, electronically or otherwise) and other information which would reasonably be understood to be confidential. The Recipient will neither disclose the Confidential Information, nor use such Confidential Information for any purpose other than to analyze such Confidential Information in order to determine the potential of one or more future business transactions between the Company and the Recipient (or the Recipient's affiliates or subsidiaries). Recipient will protect the Confidential Information with at least the same degree of care that it would exercise with respect to its own Confidential Information, but in no event less than reasonable care. The Recipient may disseminate the Confidential Information only to those of its (or its affiliates' or subsidiaries') employees, directors, officers, agents, consultants, advisors, financing sources or representatives (the "**Representatives**") who have a need to know such information, provided that Recipient shall instruct all such Representatives as to the obligations and confidentiality under this Agreement and each such Representative shall agree to be bound to the terms of this Agreement and shall have agreed to treat such Confidential Information in accordance with the terms of this Agreement as if such Representative were a Recipient under this Agreement. The foregoing shall not restrict any disclosure required by law or government authority, provided that the Recipient provides prior written notice as soon as practicable to Company before disclosing any Confidential Information as required by law or government authority.

2. Restrictions. The Confidential Information shall not be copied, reproduced, or modified in any way without the express written consent of Company. Upon termination of this Agreement, or upon the written request of Company, the Confidential Information, including the originals and any copies thereof, shall be returned to Company or destroyed by the Recipient, at the Company's request; provided, that (i) neither Recipient nor its Representatives will be obligated to erase Confidential Information that is contained in an archived computer system backup in accordance with its security and/or disaster recovery procedures (accessible only by its information technology employees) for which destruction will follow the regular process of such procedures and (ii) these obligations shall not apply to the extent that Recipient or its Representatives are required to retain the Evaluation Material by any applicable law, rule or regulation, provided that such Confidential Information shall remain subject to the terms and conditions of this Agreement.

3. Excluded Information. Confidential Information shall not include information: (a) which was known to the Recipient prior to the Recipient's receipt from the Company; (b) which is now or shall hereafter become, through no act or failure to act upon the part of the Recipient in violation of this Agreement, generally or publicly known; (c) which is hereafter furnished to the Recipient by a third party

acting lawfully and without restriction on disclosure; or (d) which is independently developed by the Recipient without the use of the Confidential Information.

4. Ownership. All right, title, and interest in the Confidential Information shall belong to Company. No license under any patent, copyright, trademark, software, technology or other intellectual property, by implication or otherwise, is granted under this Agreement, except the limited rights necessary to accomplish the intent of the parties hereunder.

5. Equitable Relief. The unauthorized use or disclosure of Confidential Information may cause irreparable harm which would be difficult to ascertain, and which would not be compensable by damages alone, and, in addition to any and all legal remedies available for breach of this Agreement, Company shall be entitled to seek equitable relief without the need for posting a bond.

6. Termination. The term of this Agreement shall commence on the date herof and expire on the second (2<sup>nd</sup>) anniversary thereof, provided however, either party may terminate this Agreement by providing thirty (30) days prior written notice to the other. Notwithstanding the foregoing, the obligations with respect to Confidential Information shall extend for a period of five (5) years from the date of initial disclosure of such Confidential Information, and such obligations regarding treatment, disclosure, use, and return of Confidential Information shall extend beyond the termination or expiration of this Agreement.

7. No Representations. Recipient understands that neither the Company nor Brandywine makes any representation or warranty as to the accuracy or completeness of the any information provided by the Company or Brandywine. Recipient agrees that neither the Company nor Brandywine nor any of their respective officers, directors, employees or representatives shall have any liability to Recipient or any of its Representatives resulting from the use of the Confidential Information by Recipient or your Representatives. Recipient shall make an independent verification of said information prior to entering into a Transaction. Only those representations or warranties that are made to Recipient in a definitive Transaction Agreement (“**Transaction Agreement**”) when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Transaction Agreement, will have any legal effect. Recipient also understands and agree that no contract or agreement providing for a Transaction with the Company shall be deemed to exist between Recipient and the Company unless and until a definitive Transaction Agreement has been executed and delivered, and Recipient hereby waives, in advance, any claim (including, without limitation, breach of contract) in connection with a possible Transaction with the Company unless and until Recipient shall have entered into a definitive Transaction Agreement. Recipient also agrees that unless and until a definitive Transaction Agreement between the Company and Recipient has been executed and delivered, the Company has no legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction except, in the case of this Agreement, for matters specifically agreed herein. For purposes of this paragraph, the term “Transaction Agreement” does not include an executed letter of intent or any other preliminary written agreement, nor does it include a written or verbal acceptance of an offer or bid on your part. Neither this paragraph nor any other provision in this Agreement can be waived or amended except by written consent of the Company, which consent shall specifically refer to this paragraph (or other such provision) and explicitly make such waiver or amendment.

8. Brandywine. Recipient understands and agrees that, for so long as Brandywine serves as the Company’s advisor, all inquiries, requests for information and other communications with the Company, including any notices to be delivered pursuant to this Agreement, shall be made only through Brandywine. Recipient agrees to defend, indemnify and hold Brandywine and its agents, employees and representatives, harmless from any claim, demand, damage, reasonable expense, liability, loss, suit and/or causes of action whatsoever, which is not a result of Brandywine’s gross negligence, willful misconduct, or wrongful action, by reason of any injury or damage which has been sustained or may be sustained as a result of this Agreement, or is related to the Transaction.

9. Process. Recipient acknowledges and agrees that: (a) the Company and its representatives are free to conduct the process leading up to a possible Transaction as the Company and its representatives, in the Company's sole discretion, determine (including, without limitation, by negotiating with any prospective buyer and entering into a preliminary or definitive agreement without notice to Recipient or any other person); (b) the Company reserves the right, in its sole discretion, to change the procedures relating to its consideration of the Transaction at any time without prior notice to Recipient or any other person, to reject any and all proposals made by Recipient or any of its Representatives with regard to the Transaction, and to terminate discussions and negotiations with Recipient at any time and for any reason; and (c) unless and until a definitive Transaction Agreement has been executed, neither the Company nor any of its representatives will have any liability to Recipient with respect to the Transaction whether by virtue of this Agreement, any other written or oral expression with respect to the Transaction or otherwise.

10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania (excluding its choice of law rules). The exclusive jurisdiction and venue for any legal proceedings regarding this Agreement shall be in the state or federal courts located in the Commonwealth of Pennsylvania.

11. Relationship of Parties. Nothing herein shall be construed to create a partnership, joint venture, or any agency relationship between the parties and neither party shall have the authority to bind the other party without such party's express written consent.

12. Entire Agreement. This Agreement is the complete and exclusive statement between the parties with respect to the subject matter hereof and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto. Only a writing that refers to this Agreement and is signed by both parties may amend this Agreement. Each party agrees that unless and until a definitive agreement between Recipient and the Company with respect to any potential business transaction referred to in Section 1 of this Agreement has been executed and delivered, neither Recipient nor the Company will be under any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement except for the matters specifically agreed to herein.

13. Waiver of Breach. Neither party shall, by lapse of time or inaction, be deemed to waive any breach by the other party of this Agreement. No waiver shall be effective unless in writing and signed by the party against which enforcement of such waiver is sought.

14. Assignment: Neither party hereto shall assign this Agreement or any of its rights hereunder without the prior written consent of the other party.

15. Severability. If any provision of this Agreement shall be held unenforceable or illegal, the validity of the remaining provisions hereof shall not be affected thereby, and such provision shall be changed and interpreted so as to effectuate the intent of the parties.

16. Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

The parties hereby acknowledge that they have read and understand this Agreement and agree to all the terms and conditions stated herein.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

**CONFIRMED AND AGREED BY RECIPIENT:**

\_\_\_\_\_  
Company (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Preferred E-Mail (Print)

\_\_\_\_\_  
Preferred Phone

\_\_\_\_\_  
Street Address (Print)

\_\_\_\_\_  
City (Print)

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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