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## CONFIDENTIALITY AGREEMENT

*[Business Opportunity #10358]*

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You are interested in exploring a strategic business relationship with, a merger with, or an acquisition of Company #10358 (the "Transaction"), a client of Brandywine Mergers & Acquisitions, LLC ("Brandywine") which will be identified upon receipt of this signed agreement. In connection with your consideration of a possible Transaction involving the Company and its owners (the "Owner") (collectively hereinafter sometimes referred to as the "*Client*"), you may be provided data, information, and know-how concerning the Client. As a condition to your being furnished such data, information, and know-how, by executing this Confidentiality Agreement (this "*Agreement*"), you agree to treat any data, information or know-how concerning the Client which is furnished to you by the Client and/or Brandywine (such data, information and know-how hereinafter collectively referred to as the "Evaluation Material"), in accordance with the provisions of this Agreement. Evaluation Material does not include data, information or know-how that was or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement.

You hereby agree that, for a period of two (2) years, the Evaluation Material will be used solely for the purpose of evaluating a possible Transaction involving the Client, and that you will use the utmost degree of care to maintain and protect the strict confidentiality of any and all Evaluation Material (including, without limitation, the fact that Evaluation Material has been provided to you or the possibility of or any facts related to a Transaction), and not to disclose the Evaluation Material to any third party other than your business advisor(s) who needs to know the disclosed Evaluation Material in order to evaluate a possible Transaction, it being understood that (i) each such business advisor shall be informed by you of the confidential nature of the Evaluation Material and shall be directed by you to treat the Evaluation Material confidentially in accordance with the terms of this Agreement, and (ii) you will be responsible for any failure by any such business advisor. You agree that all Evaluation Material is, and will remain, the proprietary and confidential information, property and trade secrets of the Client. In the event that you are required by applicable law or other legal process to disclose any Evaluation Material, to the extent not legally prohibited from doing so, you will give the Client prompt notice of such requirement so that the Client may seek an appropriate protective order or waive your compliance with the provisions of this Agreement. You will cooperate in a commercially reasonable manner with the Client in its efforts in seeking any protective order. If, in the absence of a protective order, you are nonetheless, based upon the written advice of your counsel, compelled in a judicial proceeding to disclose Evaluation Material, you may disclose such information without liability under this Agreement.

At any time at the Client's or Brandywine's request, you shall promptly deliver to the Client or Brandywine, as the case may be, or confirm in writing to the Client or Brandywine, as the case may be, the destruction of, all written material containing or reflecting any Evaluation Material (whether prepared by the Client, Brandywine, you, your representatives or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. The provisions of this Agreement shall survive any such decision not to proceed with the Transaction and the return or destruction of the written material containing or reflecting Evaluation Material.

You acknowledge that the Client will not have an adequate remedy in the event that you or your Representatives breach this Agreement and that the Client may suffer irreparable damage and injury in such event. Therefore, in addition to all other remedies, the Client shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.

Confidentiality Agreement

This Agreement is for the benefit of the Client and Brandywine and their respective successors and assigns. The Owner is intended to be third party beneficiary of this Agreement, and they and their successors and assigns shall have all rights to enforce it. This Agreement is binding upon you and your successors and assigns and shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

You agree to defend, indemnify and hold Brandywine and its agents, employees and representatives, harmless from any claim, demand, damage, 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.

You understand and acknowledge that all information regarding the Client is provided by the Client or other sources and is not verified in any way by Brandywine. Brandywine has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. You shall make an independent verification of said information prior to entering into a Transaction. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the matters described herein and supersedes all prior agreements, representations, promises, covenants, arrangements or understandings between the parties with respect to such matters, other than those expressly set forth or referred therein.

You understand and agree that, for so long as Brandywine serves as the Client’s advisor, all inquiries, requests for information and other communications with the Client, including any notices to be delivered pursuant to this Agreement, shall be made only through Brandywine.

If you agree with the foregoing, please sign and return one copy of this Agreement, which will constitute our agreement with respect to the subject matter hereof.

**Brandywine Mergers & Acquisitions, LLC**

Signature:   
Matt Coyne, President

**CONFIRMED AND AGREED:**

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Name (Print)

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

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

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

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

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

\_\_\_\_\_  
City (Print)      State      Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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