

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into between the undersigned both individually and for the referenced business entity, its officers, directors, partners, employees, agents and advisors ("Buyer") and ProForma West ("PFW") for the benefit of PFW and a presently undisclosed seller ("Seller")

Whereas: Buyer has requested information from PFW and Seller for the purpose of investigating a possible acquisition, merger, or joint venture involving all or part of the business interests owned by Seller and represented by PFW.

Now Therefore: In consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller, Buyer agrees as follows:

1. Buyer shall not disclose any information obtained hereunder, or in the course of its investigation of the business interests of the Seller, to any person or organization not herein authorized or make known to others, by disclosure or confirmation, that this company, division or product line is for sale.
2. Buyer shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of PFW.
3. This Agreement applies to all information received by Buyer from PFW or Seller now and in the course of future investigations, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could and shall cause substantial and irreparable damage to PFW and Seller.
4. All information provided shall be used for the sole purpose of evaluating the acquisition or joint venture decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise PFW when its investigations or negotiations are completed and will immediately return all information furnished, in whatever form, without retaining copies, summaries or extracts, thereof.
5. Buyer shall not contact the Seller or Seller's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller without the written permission of PFW. Buyer shall not directly or indirectly solicit or hire Seller's employees; provided that this restriction shall not apply to any employee of Seller who responds to a general solicitation by Buyer regarding employment opportunities in the ordinary course of Buyer's business (such as job advertisements in a newspaper of general circulation).
6. PFW makes no representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Buyer under this Agreement. Buyer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against PFW for Buyer's reliance thereon. Buyer shall assume all responsibility for its own due diligence.
7. PFW is acting as agent for the Seller and not the Buyer.
8. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy, shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement. If a dispute arises with regard to this Agreement, Buyer agrees that it shall be subject to personal jurisdiction in the State of California and that venue shall be proper in the State of California.
9. Buyer acknowledges that any breach of this Non-Disclosure Agreement directly or indirectly shall be deemed harmful to Seller.
10. Buyer is not affiliated with or representing any governmental, administrative or investigative agency, and information provided or obtained through PFW shall not be used to the detriment of PFW or any of the businesses represented by PFW.

AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BUYER: \_\_\_\_\_  
PRINT Individual Name and Company Name (If applicable)

PFW: \_\_\_\_\_

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City, State, Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Email

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