

## Confidentiality Agreement

**This Agreement** is made between the undersigned individually and for the referenced business entity, its officers, directors, partners, employees, agents and advisors (Interested Party) and Hallmark Business Group (Consultant) for the benefit of Hallmark Business Group and a prospective seller (Company). This agreement covers the materials provided in the Confidential Business Report. Should Interested Party request additional and more sensitive financial or operating data, Client and or Consultant may require a more comprehensive Confidentiality Agreement.

**Whereas:** Interested Party has requested information from Consultant and the Company for purposes of investigating a possible acquisition, merger, financing or joint venture involving all or part of the business interest owned by the Company. The Company is described as follows:

---

Client Name or Client Code

**Now therefore:** In order to induce Consultant to identify the Company and provide such information, Interested Party agrees as follows:

- Interested Party will not disclose any information obtained hereunder**, or in the course of its investigation, 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 or that financing is desired, either before or after termination of investigation or negotiations.
- Without the specific prior approval of Consultant or the Company**, Interested Party shall not reveal this information to any party other than Interested Party's partner, lender or other financial and legal advisors. In the event disclosure to any other party is deemed desirable, Consultant and the Company may require the execution of a document similar to this agreement.
- This Agreement applies to all information received by Interested Party** from Consultant or the Company now and in the course of the investigation 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 cause substantial and irreparable damage to Consultant and the Company.
- All information provided shall be for the sole purpose of evaluating the acquisition** or financing decision and shall not at any time, or in any manner, be utilized for any other purpose. Interested Party shall promptly advise Consultant when its investigations or negotiations are terminated and will return all information furnished, in whatever form, without retaining copies, summaries or extracts.
- Interested Party will not contact the Company's** bankers, accountants, attorney, employees, suppliers, competitors, customers or others who might have information concerning the Company without prior permission of Consultant or the Company. Interested Party will not contact the Company directly except when authorized by Consultant.
- Hallmark Business Group makes no representations or warranty**, express or implied, as to the accuracy or completeness of any information provided, or not provided, to Interested Party under this Agreement. Interested Party assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against Hallmark Business Group for Interested Party's reliance thereon.

**Name of Individual:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Organization:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **City, State, ZIP:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_