

Caswell Vlachos Group, LLC
BUYER CONFIDENTIALITY AGREEMENT

INSTRUCTIONS: To find a suitable business acquisition for you, we need some personal information. Before releasing a company's confidential financial information, we also need your financial qualifications. If available, please also submit a resume or personal background/experience.

Name(s): _____ Address: _____
Contact phone: _____ Cell phone: _____ Contact email: _____
Capital to Invest: \$ _____ Cash & securities: \$ _____ Total assets: \$ _____
R/estate (est FMV): \$ _____ Total Liabilities \$ _____ Net Worth: \$ _____

BUYER CONFIDENTIALITY AGREEMENT (the "Agreement") - TERMS AND CONDITIONS

In consideration of Caswell Vlachos Group, LLC ("CVG"), disclosure to you of Confidential Information (as defined below) relating to any CVG client (each, a "Business"), you understand and agree that:

"Confidential Information" means all written or oral reports, data, records or materials obtained from CVG or the seller(s) relating to a Business, including the knowledge that the Business may be sold; the name, address and type of business; the names of the owners; or even that Confidential Information has been provided. Confidential Information includes, without limitation, financial statements, analyses, plans, programs, policies, studies, samples, customer information, methods of operation, concepts, ideas, interpretations, notes, compilations and documents, all whether prepared by the Business, CVG or otherwise, and relating to the Business. It does not include anything generally known or available to the public which you obtain on a non-confidential basis from a source other than the seller(s) or CVG. If any reasonable doubt exists about whether anything is or may be Confidential Information, it is.

All Confidential Information will be made available to you solely in connection with your consideration of the acquisition of a Business and shall be treated As confidential and proprietary. You will not use, reveal or disseminate any Confidential Information to others without CVG's consent, other than to those of your employees, agents and representatives whose knowledge of the Confidential Information is necessary for you to evaluate a Business as a potential acquisition. You will be responsible for each such person's compliance with the terms and conditions of this Agreement. You will not interfere with any operations of a Business through the use of any Confidential Information or knowledge acquired under this Agreement, nor use any such Confidential Information for your own account or advantage. You agree to have no direct contact with the principals of any business as to which CVG provides you with information. All Confidential Information shall be promptly returned or destroyed, as directed by CVG or the seller(s) of a Business.

CVG represents the seller(s) of businesses. The seller(s) of the Businesses are the intended third-party beneficiaries of this Agreement and may enforce the terms of this Agreement as if parties hereto. Nothing in this Agreement, or any interaction outside of this Agreement, is intended to create or may be construed as creating a principal-agent relationship between CVG and you. You agree and acknowledge that CVG's sole undertaking is to provide certain information to you. You will engage such professional advisors as you deem necessary and appropriate in connection with a potential acquisition and you confirm that you have not engaged CVG to provide any such advice to you.

Neither CVG nor any of its employees, agents or representatives, makes any representations or warranties, express or implied, as to the completeness or accuracy of any Confidential Information. Only those representations and warranties, if any, made by the seller(s) in a definitive purchase agreement, when, how and if executed, and subject to such confines and restrictions as may be specified therein, will have any legal effect or may be relied upon by you. You comprehend and acknowledge that it is your responsibility to perform a due diligence review and other investigation at your cost and expense prior to any acquisition and that CVG is not undertaking to conduct any such due diligence on your behalf, nor otherwise acting on your behalf.

You shall indemnify, hold harmless and defend CVG, the seller(s) and their employees and agents from and against any and all claims, losses, expenses, liabilities, demands and obligations (including legal fees and expenses) that any of them may suffer or incur on account of any claim arising out of this Agreement, the performance of your obligations hereunder, or CVG's provision of information regarding a Business to you, except to the extent such claim, loss, expense, liability, demand or obligation is determined by a court of competent jurisdiction to have been caused by such indemnified person's willful breach of this Agreement or reckless misconduct. If it should be necessary for CVG or the seller(s), or any of their employees or agents to resort to legal action to enforce any of the terms of this Agreement or to collect any amounts or sums due hereunder, you agree to reimburse CVG and the seller(s) for their actual reasonable expenses of suit and enforcement, including reasonable attorney's fees, in addition to any other amounts owed, provided CVG or the seller(s) are the prevailing parties in such proceedings. The rights and remedies herein are cumulative and not exclusive of other rights and remedies that may be granted or provided by law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without giving effect to such jurisdiction's principles of conflict of laws (except that, if this transaction involves real estate and applicable rules require application of another state's law with respect to certain rights and remedies, then such other state's law shall govern with respect to that portion of the transaction). Disputes arising under this Agreement shall be resolved exclusively in the courts of the State of Maine. You obligations shall survive the execution of this Agreement, a closing and any termination of the business relationship between CVG and you.

By your signature(s) below, you acknowledge having read and clearly understood this Agreement, including the terms and conditions constituting part hereof.

Signature: _____ Date: _____ Signature: _____ Date: _____

Return completed Agreement by scan/e-mail to: svlachos@caswellvlachos.com; or fax to (480) 393-4591