

Caswell Vlachos Group, LLC

Confidentiality Agreement

CVG Client(s): _____

In consideration of Caswell Vlachos Group, LLC's ("CVG") disclosure to you of Confidential Information regarding the business or businesses noted above (the "Business"), you understand and agree that:

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

2. All Confidential Information is being furnished to you solely in connection with your consideration of the acquisition of the Business and shall be treated as confidential and proprietary. You will not use, disclose 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 required for you to evaluate the 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 the Business through your use of the Confidential Information or knowledge acquired under this Agreement, nor will you use any such Confidential Information for your own account or advantage. You agree to have no direct contact with the principals of the Business and to notify CVG promptly of any contact or communications you may have with the principals or the Business directly. If you fail to notify CVG, you will be responsible for the payment of CVG's commission.

3. CVG represents and is acting as agent of the seller(s) of the Business. The seller(s) of the Business are intended third-party beneficiaries of this Agreement and may enforce the terms of this Agreement as if parties hereto.

4. Neither CVG nor any of its employees, agents, 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 definite purchase agreement, when, how and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect or may be relied upon by you. You understand 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.

5. 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 the 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 costs of suit and enforcement, including reasonable attorney's fees, in addition to any other amounts owed, so long as CVG and 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 provide by law.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Disputes arising under this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association in Portland, Maine.

7. Your obligations shall survive the execution of this Agreement, a closing and any termination of the business relationship between CVG and you.

Signature: _____ Date: _____
Name and Title: _____
Organization: _____
Address: _____
Telephone(s): _____ E-mail: _____