

# Benford Capital Partners, LLC

## NON-DISCLOSURE AGREEMENT

The undersigned acknowledges that \_\_\_\_\_ (the "Company") has furnished to Benford Capital Partners, LLC ("BCP") certain proprietary data ("Confidential Information") relating to the business affairs and operations of the Company for study and evaluation regarding a potential investment in the Company by BCP.

Information Materials are accepted on the following basis:

1. BCP acknowledges that information to be furnished is confidential in nature and that any disclosure or use of same by BCP, except as provided in this agreement, may cause serious harm or damage to the Company, its owners and officers. Therefore, BCP agrees that it will not use the information furnished for any purpose other than as stated above, and agrees that it will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party. However, information furnished may be disclosed to those directors, officers and employees of BCP and to their advisors or their representatives who need such information for the purpose of evaluating any possible transaction. BCP agrees not to disclose that any discussions or contracts with the Company have occurred or are intended to any third parties.
2. Under no conditions will employees of the Company be contacted without approval from \_\_\_\_\_.
3. In the event that an acquisition or investment is not consummated, or upon request, all materials will be returned or destroyed.
4. The undersigned acknowledges sole responsibility to perform a due diligence review prior to any transaction with the Company. This agreement shall expire at the earlier of the date an investment in the Company is consummated or one (1) year from the date below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BENFORD CAPITAL PARTNERS, LLC

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company