



Sancta-Fide M&A Advisors LLC

1365 Westgate Center Drive, Unit C2, Winston Salem, NC 27103

Central NC: (336) 652-2000, NY Metro: (212) 328-1199, Philadelphia Metro: (215) 739-9000,
Chicago Metro:(312) 967-5000, San Francisco Metro: (415) 634-5000

www.SanctaFide.com

the integrity advantage through Judeo-Christian values...

SFMA SanctaFide M&A Winston LLC

Central North Carolina Office

1365 Westgate Center Drive (Unit C2)

Winston Salem NC 27103

336-652-2000

SanctaFide M&A NON DISCLOSURE/ NON COMPETE/ NON CIRCUMVENT

_____, hereafter referred to as "Buyer", agrees to keep all information provided by potential sellers confidential, and revealed only to attorneys, accountants, and other financial advisors who are to be advised of its confidential nature, each of whom must sign a confidentiality agreement provided by SanctaFide. The information provided can IN NO CASE be used to gain any competitive advantage. Buyer agrees to cooperate fully with all SanctaFide policies regarding fees.

Seller acknowledges that any attempt to circumvent SanctaFide rules and policies will hurt SanctaFide and/or its clients financially and otherwise, and agrees to indemnify SanctaFide and/or its clients for any such loss attributable to buyer circumvention of SanctaFide rules, including policies concerning the collection of fees.

If any individual or entity introduced to client by SanctaFide engages in any transaction with the client, SanctaFide is entitled to a fee (from the client) of 10% of the total gross value of such deal. The expiration date for this clause is 5 years from the date of this agreement. Furthermore, if the client earns any referral fee of any nature from any source for any transaction between such sources and an individual or entity introduced to the client by SanctaFide, SanctaFide is entitled to a fee of 25% of the value of such referral fee. If any



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transaction subject to this clause is not reported to SanctaFide within 30 days of the closing of such transaction, a penalty of 5 times the value of the transaction shall be paid to SanctaFide. Time is of the essence.

BUYER IS RESPONSIBLE FOR ANY CIRCUMVENTION OF THIS AGREEMENT BY ENTITIES OWNED OR CONTROLLED, in whole or in part, by him/her/it, as well as by any relations of blood or marriage or by Business Partners or Associates; such responsibility is joint and several.

This document must be accompanied by a clear copy of a government-issued-Photo I.D.: Driver's License, Passport, or Military I.D.

I CERTIFY THAT I AM NOT THE OWNER OF A COMPETING BUSINESS. If this certification is found to be false, or if any provision of this NDA is violated, Buyer herein agrees to a penalty of any actual damages, as well as punitive damages of \$10,000, such penalty enforceable by a court of law.

If any part of this agreement is found to be unenforceable, all other parts remain in full effect. Any part found by a court to be unenforceable shall only be reduced by the minimum possible amount to render it enforceable, and shall then be enforced in its reduced form.

NAME _____

SIGNATURE _____

DATE _____