



CONFIDENTIALITY AGREEMENT

Date: _____ (“Effective Date”)

This Agreement is made between Winkie & Associates Realty, Inc. (Southeastern Acquisition Advisors), doing business at 2505 Jefferson Davis Hwy, Sanford, NC 27332 (“Intermediary”) and its client Company (“Seller”), and potential purchaser _____ doing business at _____ (“Recipient”).

It is understood that the Intermediary is representing the Seller who owns a Company which is being offered as a Potential Acquisition and that the Recipient is interested in purchasing this Company. The Recipient will receive non-public, confidential, proprietary information (“Confidential Information”) concerning the Company for evaluating the viability of completing the purchase of the Company. The Recipient agrees to the below terms and conditions in order to receive the Confidential Information.

The Recipient agrees as follows:

1. Definitions

- a) “Seller” means the Company, shareholders, subsidiaries, and any other affiliates which the Intermediary represents for the purpose of a Potential Acquisition of the Company.
- b) “Recipient” means the recipient of the Confidential Information who is assessing the potential acquisition to acquire the Company.
- c) “Representatives” means any affiliates of the Recipient who are assisting in the evaluation of the potential transaction of the Company, including, but is not limited to, their shareholders, subsidiaries, employees, attorneys, accountants, financial and any other advisers.
- d) “Intermediary” means Winkie & Associates Realty, Inc. (Southeastern Acquisition Advisors), 2505 Jefferson Davis Hwy, Sanford, NC 27332 and its affiliates.
- e) “Confidential Information” means all information concerning the Company which has been disclosed at any time on or after the Effective Date, in any manner, by either the Intermediary or the Seller for the purpose of the Potential Acquisition, to the Recipient or its Representatives. This includes reports subsequently produced by the Recipient or its Representatives that contain such information. This includes information regardless of its delivery method or format whether electronic, physical, oral.
- f) “Potential Acquisition” means the possible future purchase of the Seller’s Company which is being advertised for sale.

2. Proper Use of Confidential Information. The Recipient and its Representatives shall keep all Confidential Information strictly confidential and not use the information for any other purpose than to evaluate the Potential Acquisition. The Recipient and its Representatives will limit the access of the Confidential Information to those who are identified in Exhibit A, who also may not use the information for any other purpose than evaluating the Potential Acquisition. The Recipient and its Representatives shall not disclose the Seller’s intentions of the Potential Acquisition. The Recipient’s shall ensure that its Representatives abide by these terms.



3. Requests of Seller. The Seller may, at any time, request the following:
 - a) That the Recipient produce written confidentiality Agreements signed by any of those listed in Exhibit A. Those Agreements shall be at least as restrictive as this Agreement.
 - b) That the Recipient and its representatives return all received Confidential Information that is in physical form and destroy any digital or electronic information including any information created by the Recipient and its Representatives. Afterwards, the Recipient shall provide a written notice to the Seller certifying that this has occurred.
4. Exceptions. The following are exceptions to the Recipient's obligations,
 - a) If the Recipient can provide written evidence that the:
 - i. Information is public knowledge and widely available that has not occurred as a result of the Recipient's disclosure.
 - ii. Information was already in the Recipient's possession prior to the Effective Date that was not provided by the Intermediary or the Seller.
 - iii. Information was disclosed by a third party who has no confidentiality obligations to the Seller.
 - b) If the Recipient is required by applicable law, they may disclose only the information which is compelled by law. The Recipient shall notify the Seller in advance of this disclosure.
 - c) Obtain written approval from the seller to disclose certain information.
5. Employee Solicitation. The Recipient shall not, for a period of three years from the Effective Date, recruit, solicit or hire any employee of the Seller's Company or otherwise incentivize an employee to leave the Company. The Recipient agrees to not use the prospect of the Potential Acquisition to motivate an employee departure from the Company. Nothing in this Agreement prevents the Recipient from hiring any employee of the Seller's Company from general advertising.
6. Site Visits. The Recipient shall not visit the location to tour the facility, engage in any conversations with the employees, managers or representatives of the Seller's Company, or otherwise disrupt the operations of the Company, for the purpose of evaluating the Potential Acquisition without the consent of the Seller. The Recipient will arrange any site visits, tours, or meetings through the Intermediary as approved by the Seller and Intermediary.
7. Conference Calls & Meetings with Seller. The Recipient will allow the Intermediary to arrange conference calls and any other form of direct communication with the seller. The Recipient will not attempt to contact the Seller or any of its representatives without the knowledge and consent of the Intermediary. The Recipient must obtain written approval from the Intermediary to directly contact the Seller without the Intermediary's knowledge.
8. No Representations. The Seller makes no representations or warranties concerning the accuracy or comprehensiveness of any information. Representations and warranties may be made in the Purchase Agreement document(s).
9. No Obligations to Reach Agreement. Neither the Recipient nor the Seller is under any obligation to reach an Agreement for the Potential Acquisition.
10. Circumvention of Intermediary. The Recipient will not complete nor attempt to complete the transaction for the Seller's Company without the knowledge of the Intermediary. In the case that the Recipient circumvents the



Intermediary in such a transaction, the Recipient may be liable for the full fee as agreed upon between the Intermediary and the Seller.

11. **Term of Agreement.** This Agreement shall remain in effect for three years from the effective date. The Confidential Information provided during this term of the Agreement and the Recipient's obligations to the Information shall survive this Agreement.
12. **Benefit of the Seller & Intermediary.** This Agreement is intended for the benefit of the Intermediary and the Seller, whose rights are being protected, and who may enforce the terms of this agreement.
13. **Breach of Agreement.** The Recipient will be liable to the Seller for any and all damages, including, without limitation, damages caused by the Recipient's breach of this Agreement and for all expenses, including attorney's fees and court costs incurred by the Seller as a result of enforcing this Agreement.
14. **Specific Performance.** Any breach of this Agreement may result in irreparable damage to the Seller for which the Seller will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Recipient acknowledges and agrees the Seller may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.
16. **Entire Agreement.** This Agreement (together with Exhibit A) constitutes the entire Agreement between the parties with respect to its subject matter and constitutes and supersedes all prior Agreements, representations and understandings of the parties, written or oral.
17. **Severability & Reformation.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.
18. **Modification.** This Agreement may be modified or waived only by separate express writing by the parties.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

Executed on Effective Date on page 1

Intermediary: Winkie & Associates Realty, Inc.

Recipient: _____

signed _____

signed _____

By: William Winkie

By: _____



EXHIBIT A
“RECIPIENTS”

INDIVIDUALS TO WHOM RECIPIENT IS PERMITTED TO DISCLOSE CONFIDENTIAL INFORMATION



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