



TELLING GROUP LTD.

PO Box 750, Cortland, NY 13045

confidential phone: **607-756-4073**

confidential fax: **607-753-3555**

e-mail: etelling@tellinggroup.com

website: www.TellingGroup.com

CONFIDENTIALITY AGREEMENT PACKET

To:
Regarding Client Number: (the "Company")

This transmission contains our **Confidentiality Agreement** as well as our **Confidential Buyer Profile**. It is absolutely critical that you provide us with complete and accurate information. Once we have received your information a full review package will be shipped to you.

These forms can also be found at www.TellingGroup.com.

Number of Pages Including Cover:

Fax Number:

Confidentiality Notice: *This message is intended only for the use of the addressee and may contain information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone: 607-756-4073.*

CONFIDENTIALITY AGREEMENT

(The “Company” as defined on page four of this Agreement) and the undersigned (together with its subsidiaries, affiliates, employees, agents, advisors and representatives (the “Recipient”)).

1. Purpose. Telling Group, LTD (“TGL”) is acting as exclusive financial advisor for the **Company** in connection with a property transaction involving a change of control or sale of assets of the Company (a “Transaction”), and the **Company** wishes to have TGL furnish certain proprietary information concerning the **Company** to **Recipient** for the sole purpose of facilitating **Recipient’s** evaluation of a potential Transaction (the “Purpose”).

2. Confidential Information. For purposes of this Agreement, the term “Confidential Information” means any and all information disclosed to **Recipient** by or on behalf of the **Company**, orally, in writing or in any other medium, however documented (or not documented) and whether or not marked “Confidential.” “Confidential Information” includes, without limitation, information regarding the **Company’s** actual or proposed businesses, historical and projected financial information, budgets, services, products, trade secrets, techniques, processes, operations, formulae, product specifications, know-how, processes, compositions, inventions, discoveries. Also included are designs, sketches, drawings, samples, formats, marketing and manufacturing plans and materials, analyses, strategies, forecasts, research and development; concepts, ideas, names, addresses and any other characteristics identifying information or aspects of **Company’s** existing or potential customers, employees, vendors or suppliers; or any information derived, summarized or extracted from any of the foregoing. “Confidential Information” shall not include any information that: (a) is or becomes available to the public other than as a consequence of a breach by any party hereto of any fiduciary duty or obligation of confidentiality, (b) **Recipient** received from a source not bound by obligations of confidentiality, or (c) **Recipient** developed independently without reliance upon the Confidential Information.

3. Disclosure and Restrictions. **Recipient** hereby agrees to hold in strictest confidence and trust all Confidential Information and agrees not to disclose or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to third parties (including, but not limited to **Recipient’s** affiliates, subsidiaries and business partners) without the prior written consent of the **Company**. **Recipient** may disclose Confidential Information only to its directors and employees who are advised of the terms of this Agreement and then only to the extent necessary to effect the Purpose. **Recipient** further agrees that it may use the Confidential Information only in connection with the Purpose. **Recipient** agrees to require its representatives who obtain Confidential Information to comply with this Agreement and further agrees to be responsible for any breach of this Agreement by such persons. **Recipient** hereby agrees that, in the event it becomes subject to an order issued by any court or other governmental entity requiring **Recipient** to turn over any Confidential Information, it shall immediately give the **Company** written notice and shall cooperate fully with **Company’s** efforts to protect the confidentiality of such information.

4. Return of Confidential Information. If so requested by the **Company** or TGL, **Recipient** agrees to promptly (a) return to **Company** or TGL all written Confidential Information received from or on behalf of **Company**, including any and all copies or duplicates of such Confidential Information, and (b) will destroy materials generated by the **Recipient** that include or refer to any part of the Confidential Information, without retaining a copy of any such material. Any such destruction must be certified by an authorized officer of the **Recipient** in writing to the **Company**.

5. Non-Disclosure of Business Relationship. In addition to the understandings set forth herein with respect to the Confidential Information, **Recipient** agrees that it will keep strictly confidential and will not, without the prior written consent of the **Company**, disclose to any third party, the existence or any aspect of any ongoing negotiations, discussions or business dealings between **Company** and **Recipient**; provided, however, that **Recipient** may make a public announcement of such agreement (the form and substance of which shall have been approved by the **Company**, which approval shall not to be unreasonably withheld or delayed) at such time as the parties execute a definitive agreement or at such earlier time as may be required under applicable securities laws.

6. Non-Solicitation of Employees or Customers/Clients. **Recipient** agrees that, for a period of two (2) years after the date hereof, it will not directly or indirectly solicit to hire, as an employee or consultant, any persons employed by the **Company** with whom it has contact as part of its evaluation of a Transaction or whose identity was derived from the Confidential Information; provided, however, that nothing contained herein shall be construed to prohibit **Recipient** from (a) placing general advertisements for employment, (b) hiring employees or former employees of the **Company** who contact

Recipient of their own accord, or (c) recruiting through employment agencies (so long as **Recipient** does not direct such agencies to solicit the **Company's** employees). **Recipient** further agrees that, for a period of two (2) years following the date hereof, it will not use Confidential Information to directly or indirectly solicit any customer or client of **Company** to (a) cease doing business with the **Company** or reduce the volume of business it does with the **Company**, or (b) become a customer or client of any existing or proposed business providing products or services substantially similar to those provided by the **Company**.

7. No Obligation to Negotiate or enter into a transaction. The **Company** reserves the right in its sole discretion to reject any and all proposals made by **Recipient** with regard to a Transaction and to terminate discussions and negotiations with **Recipient** at any time. Neither **Recipient** shall have rights or obligations of any kind whatsoever with respect to the Transaction by virtue of this agreement other than for the matters specifically agreed to herein. Without limiting the preceding sentences, nothing in this agreement requires either the **Company** or the **Recipient** to enter into a Transaction or to negotiate such transaction for any specified period of time.

8. No Representations or warranties. The **Company** retains the right to determine, in its sole discretion, what information, properties, and personnel it wishes to make available to **Recipient**, and neither The **Company** nor its Representatives make any representation or warranty (express or implied) concerning the completeness or accuracy of the Confidential Information, except pursuant to representations and warranties that may be made in a definitive agreement for the Transaction, if any, between the parties.

9. Irreparable Harm. Recipient acknowledges that the Confidential Information and all rights thereto belong to the **Company** and nothing contained in this Agreement shall be construed as transferring any right or license to the Confidential Information to **Recipient**. **Recipient** further understands that, in the event it fails to comply with this Agreement, the **Company** may suffer irreparable harm for which it may not be adequately compensated by monetary damages alone. **Recipient** agrees that, in the event of any breach or threatened breach of this Agreement, the **Company** will be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law.

10. Miscellaneous.

(a) Modification. This Agreement and the agreements set forth in this Agreement may be modified or waived only by a separate writing signed by The **Company** and **Recipient** expressly modifying or waiving this Agreement or such agreements.

(b) Waiver. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power or privilege.

(c) Person. The term "person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

(e) Costs. Recipient agrees that if it is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of any of the terms of this Agreement, then it will promptly pay to The **Company** all costs of such action or suit, including reasonable attorneys' fees.

(f) Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(g) Jurisdiction Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State in which the executive office of the **Company** is located or if it has or can acquire jurisdiction, in the United State District Court for the District where the executive office of the **Company** is located, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

(h) Governing Law. This Agreement will be governed by the laws of the State of New York without regard to conflicts of laws principles.

(i) Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or scanned transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or scan shall be deemed to be their original signatures for any purpose whatsoever.

This Confidentiality Agreement is made by and between the Recipient as set forth below and Telling Group, LTD as agent for Client # (the "Company")

IN WITNESS WHEREOF, the parties have caused this Confidentiality Agreement to be executed as of the day of , 20

Accepted and Agreed

Client #
Telling Group, Ltd.

By:
Edward C. Telling, Jr., President Agent

Recipient

By
Name
Office

Company Address
Telephone
Fax

Sign and mail to:
PO Box 750, Cortland, NY 13045

Sign and fax to:
607-753-3555

Sign, scan and e-mail
to:etelling@tellinggroup.com

Buyer Profile

Please help us help you! This questionnaire is synchronized with our database format and allows us to more readily find the information on companies which may fit your criteria. Please complete and return this profile, via fax or mail, so that we will be able to provide you with data for future opportunity offerings. In addition, please send us a company brochure if possible.

Contact Information

Contact: <input style="width: 100%;" type="text"/> Company: <input style="width: 100%;" type="text"/> Address: <input style="width: 100%;" type="text"/> City: <input style="width: 100%;" type="text"/> Mailing Address (if different from above): <input style="width: 100%;" type="text"/> Business Phone: <input style="width: 100%;" type="text"/> Other Phone: <input style="width: 100%;" type="text"/> E-mail: <input style="width: 100%;" type="text"/>	Title: <input style="width: 100%;" type="text"/> State: <input style="width: 50%;" type="text"/> Zip: <input style="width: 50%;" type="text"/> Fax: <input style="width: 100%;" type="text"/> Other Phone: <input style="width: 100%;" type="text"/> Website: <input style="width: 100%;" type="text"/>
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About Your Company Or Group

Date Established: <input style="width: 100%;" type="text"/>	<input type="checkbox"/> Number of Principals: <input style="width: 100%;" type="text"/>	
<input checked="" type="checkbox"/> Merchant Bank, Venture Capital or Financing Source	<input type="checkbox"/> Private Corporation	<input type="checkbox"/> Public Company
<input type="checkbox"/> Investment Group or Holding Company	<input type="checkbox"/> Individual	<input type="checkbox"/> Other: <input style="width: 100%;" type="text"/>

Acquisition Criteria (pick at least one)

<input type="checkbox"/> Construction	<input type="checkbox"/> Financial/Insurance	<input type="checkbox"/> Manufacturing (Consumer)	<input type="checkbox"/> Manufacturing (Industrial)
<input type="checkbox"/> Retail	<input type="checkbox"/> Services	<input type="checkbox"/> Wholesale/Distr. durables	<input type="checkbox"/> Wholesale/Distr. non-durables
<input type="checkbox"/> Other: <input style="width: 100%;" type="text"/>			

Stand Alone Acquisitions

Funds Available for Acquisition (\$'s in 000's) Total Allocated	<input style="width: 100%;" type="text"/>	Per Transaction	<input style="width: 100%;" type="text"/>
Revenue Minimum	<input style="width: 100%;" type="text"/>	Cash Flow Minimum	<input style="width: 100%;" type="text"/>
Pretax Minimum	<input style="width: 100%;" type="text"/>		

Please provide additional comments related to your stand alone acquisition needs (SIC code numbers, keywords, etc.)

Add On Acquisitions

Funds Available for Acquisition (\$'s in 000's) Total Allocated	<input style="width: 100%;" type="text"/>	Per Transaction	<input style="width: 100%;" type="text"/>
Revenue Minimum	<input style="width: 100%;" type="text"/>	Cash Flow Minimum	<input style="width: 100%;" type="text"/>
Pretax Minimum	<input style="width: 100%;" type="text"/>		

Please provide additional comments related to your stand alone acquisition needs (SIC code numbers, keywords, etc.)

- Please send additional information about Telling Group, LTD.
- Please send a listing of additional businesses available for acquisition.
- Please DO NOT send further fax transmittals.
- I have changed incorrect/missing information above. Please update your database.