

Confidentiality and Representations Agreement

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality and Representations Agreement with and for the benefit of Burley & Associates, Inc. ("the Firm") and the Firm's clients (hereafter described as "Company").

1. The Firm has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain technical, financial, business, and/or other information (collectively the "Information") regarding businesses represented by the Firm and/or the Firm's affiliates (hereinafter referred to as "Company") to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company and/or the Firm.
2. The Recipient shall not at any time, without prior written consent of the Firm or Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient's financial advisors, legal advisors and investors, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which (a) Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by the Firm and/or the Company; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party. The Recipient shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Firm. Further, the Recipient acknowledges and agrees that even the mention of the existence of this agreement or the possibility of the sale of the Company constitutes a breach of this Agreement.
3. Recipient represents and warrants that all information previously or hereafter furnished to Firm is complete and accurate in all material respects. Recipient further agrees that upon review of the Confidential Memorandum of the Company if continued interest in the Company prevails, Recipient agrees to timely notify the Firm of any additional information which may have any material affect on Recipient's financial ability. Recipient agrees to furnish to Firm all financial statements and other information necessary to help convey to seller the financial ability of Recipient to purchase the Business. Recipient understands and acknowledges that all information supplied to Firm as described above will be relied on by Firm when promoting the Recipient to prospective sellers. Firm will make no independent investigation with respect to any of the information supplied by Recipient. Therefore, Recipient hereby agrees to indemnify and hold Firm harmless with respect to any and all claims, demands, causes of action or liability whatsoever, including, without limitation, costs, expenses and reasonable attorney's fees arising out of a breach of this Section.
4. Recipient understands and agrees that Firm will make no independent investigation or verification of any information supplied to Recipient by the Company, any other prospective seller or any cooperating broker or firm, and in no event shall Firm be required to participate in any evaluation of the Business, including, without limitation, any accounting, inventory, appraisal, audit, verification or other similar evaluation for Recipient, and Recipient hereby expressly releases and discharges Firm from any responsibility or liability in connection with any such evaluation. Recipient hereby accepts sole and final responsibility for any investigation or verification of any and all information furnished to Recipient by seller or by Firm and for the evaluation of the Business and for the determination of the price and terms that Recipient agrees to pay for the Business. Further, Recipient hereby expressly releases and discharges Firm from any responsibility or liability in connection with the integrity or correctness or accuracy of any financial information and/or any and all other information furnished by the Company, any other prospective seller or any cooperating broker or firm.
5. The Recipient shall not enter into any agreement for the purchase of the Company or its stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the Firm is the procuring cause of such agreement and the Firm is entitled to be compensated as

agreed upon by the Company and the Firm. This agreement does not create an obligation on the part of the Recipient to compensate Firm, nor does the Firm purport to represent or advise the Recipient in any way.

6. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Company and the Firm expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company or Firm reserves the right to require the return of the Information at any time.
7. A facsimile transmission of this document is legal and binding.
8. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement may not be assigned by the Recipient without the prior written consent of the Firm.
9. This Agreement shall be construed in accordance with the laws of the State of Maryland, and the obligations of the parties are performable in Montgomery County, Maryland, where venue shall lie for any actions brought hereunder.
10. This Agreement sets forth the entire agreement and understanding between the parties and cannot be modified, amended, supplemented or rescinded except in writing signed by both Recipient and officer of Firm.
11. The term of this Agreement shall be for twenty four (24) months from the date hereof.

EXECUTED ON THIS _____ DAY OF _____, 20__.

RECIPIENT:

Company

Address

Individual Name

City/State/Zip

Signature of Company Officer or Individual

Phone

Title

Email