



MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT [NDA]

Effective as of _____ [EFFECTIVE DATE], _____ [BUSINESS NAME] and The Firm Advisors, LLC ("Advisor") hereby agree that:

1. Both parties are DISCLOSERS and RECIPIENTS of their respective Confidential Information.
2. The term "Confidential Information" means any and all DISCLOSER business and technical information, including, without limitation, any and all specifications, drawings, software, current and future business plans, product samples and written, electronic and verbal embodiments and descriptions thereof, as well as RECIPIENT reports or analyses containing same or based thereon. Confidential Information does not include any information that is, or becomes, generally available to the public or is already in RECIPIENT's possession.
3. Each party receiving Confidential Information under this Agreement shall use the Confidential Information exclusively for the purpose evaluating a possible business relation between them. Both parties agree that they will not disclose or use the other party's Confidential Information in any other way without first obtaining written permission from the DISCLOSER.
4. All tangible documentation and materials provided to either RECIPIENT under this Agreement shall remain the property of the DISCLOSER and shall be returned at the conclusion of the evaluation of following a written request from the DISCLOSER; RECIPIENT shall make no copies of any electronic or tangible documentation or materials provided hereunder, except to the extent necessary to permit proper evaluation, and, RECIPIENT shall retain no copies, summaries, analyses or extracts thereof but shall destroy or return all such documents when originals are returned.
5. Each RECIPIENT's duty to protect Confidential Information disclosed under this Agreement shall extend for two (2) years from the date hereof.
6. Each RECIPIENT shall protect the other party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of such Confidential Information as RECIPIENT uses to protect its own Confidential Information of a like nature. Each RECIPIENT shall not disclose the fact that discussions are or have taken place, or disclose Confidential Information to third parties, even in confidence, without first obtaining the written permission of the DISCLOSER.
7. RECIPIENT shall limit access to the Confidential Information provided hereunder to such of their personnel and consultants as may be directly involved in the evaluation effort and to no other personnel and RECIPIENT shall provide to DISCLOSER upon request, a list of all RECIPIENT personnel and consultants having had access to such Confidential Information.
8. Neither party is obligated hereby to disclose any information or enter into any agreement or relationship. Each party agrees to promptly notify the other of any unauthorized release of the other party's Confidential Information. Each party acknowledges the unique nature of the other party's Confidential Information, that money damages may not afford adequate remedy, and that therefore a DISCLOSER may be entitled to equitable relief in addition to other legal remedies for breach hereof. Each party agrees that any litigation hereunder may be brought in the appropriate courts of Douglas County, Nebraska, and each consent to the jurisdiction of such courts. In any dispute hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.
9. The undersigned hereby agrees that neither they nor their representatives will knowingly contact any current clients engaged by Advisor in relation to the sale or purchase of their business without Advisor's express, written consent.
10. Neither party acquires any intellectual property rights under this Agreement except the limited right to use set out in paragraph 3 above.
11. The parties do not intend that any agency, joint venture or partnership relationship be created between them by this Agreement.
12. This Agreement is made under and shall be construed according to the laws of Nebraska.

[SIGNATURES ON NEXT PAGE]

ADVISOR: The Firm Advisors, LLC

BUSINESS NAME: _____

By: Jared C. Olson
Jared C. Olson, In-House Counsel

SIGNED: _____

NAME: _____

TITLE: _____

Please return the executed Non-Disclosure Agreement to hannahd@thefirmadvisor.com