

RECIPIENT NON-DISCLOSURE AGREEMENT

In consideration of the undersigned, _____ ("Recipient"), being considered as a potential purchaser of _____ ("Business") and the Business necessarily disclosing to Recipient pursuant thereto confidential proprietary information regarding the same, whether in writing, orally or by demonstration, including methods, procedures, information and business secrets relating to the Business' finances, operations, business plans, distribution arrangements and customer lists (collectively referred to as the "Information"), Recipient, for itself and for its officers, agents and employees, acknowledges and agrees that said Information is confidential. Recipient agrees to keep confidential and not to disclose, divulge, provide or make accessible any of the Information, except as provided herein, to any person, firm or company not connected with Recipient's evaluation of the Business, without prior written authorization from the Business. Recipient further agrees not to use, or permit the use of, any of the Information in a manner or for a purpose detrimental to the Business or otherwise than for an evaluation of an acquisition of the Business.

The Evaluation Information does not include information which: (i) at the time of disclosure to you by Business was already known to you or was in the public domain, or thereafter comes within the public domain other than as a result of disclosure by you or your Representatives; or (ii) was available to you on a non-confidential basis from a source other than Business prior to its disclosure by Business, provided that the source was not itself bound by a duty of confidentiality to Business.

Recipient agrees that all employees, agents and advisors of any nature of Recipient shall be bound by all the terms, conditions and restrictions of this Non-Disclosure Agreement. The Information may be made available or disclosed only to the extent necessary and only to Recipient's employees, agents or advisors under the direction and control of Recipient who need to know such Information for the purpose of a transaction contemplated within the scope of this Non-Disclosure Agreement and who are informed of and controlled by Recipient as to the confidential nature of such Information and agree to keep such Information strictly confidential.

Recipient shall keep confidential and not disclose, divulge, provide or make accessible to any person, firm or company not directly connected with Recipient's evaluation of the Business the fact that the Business is considering sale or other alternatives. Further, Recipient shall not contact or otherwise communicate with the Business' employees, suppliers, customers or banks with respect to any matter relating to the Business without the Business' prior written consent.

Recipient further agrees that if the Business grants permission to contact its customer(s), that Recipient will not attempt to solicit business from the customer(s) if Recipient does not consummate an acquisition of the Business.

Recipient agrees to control the dissemination of the Information strictly in accordance with the restrictions set forth in this Non-Disclosure Agreement.

The Information shall be promptly returned to BIB Group, 6137 Stoney Creek Drive, Fort Wayne, Indiana 46825, should discussions terminate, or at an earlier date if so requested by the Business or BIB Group.

Recipient agrees and acknowledges that the constraints imposed upon Recipient pursuant to this Non-Disclosure Agreement are reasonable and necessary for the Business to discuss sale or other alternatives without the Business suffering irreparable harm during the period of negotiations which may result in the successful completion of any transaction as herein contemplated. Recipient further agrees and acknowledges that Recipient may be in a position to benefit from the successful completion of any transaction as herein contemplated and from the Information.

Recipient agrees and acknowledges that monetary damages will not be adequate or sufficient to protect the Business from any threatened or actual breach or violation of any of the provisions of this Non-Disclosure Agreement and accordingly acknowledges that the Business is entitled, in addition to any other remedies which either may have, to injunctive relief to enforce the rights of either hereunder.

Recipient acknowledges that it agrees to be bound by the terms and conditions of the Non-Disclosure Agreement.

Recipient has executed this Non-Disclosure Agreement this ____ day of _____, 20 ____.

RECIPIENT:

BUSINESS BROKER:

Signature

Signature

Printed Name

Printed Name

Address

City State Zip Code

Telephone Number

E-mail Address