

## CONFIDENTIALITY AGREEMENT

The undersigned person or entity (“Recipient”) has requested from Seller (*to be identified through receipt of Seller’s identity stated below after Recipient’s expressed acknowledgment herein*) (“Company”) information concerning a proposed acquisition of the Company’s business (a “Transaction”). As a condition to being furnished with such information, whether furnished before or after the date of this agreement and whether oral or written, Recipient agrees to treat information concerning the Company’s operations (whether prepared by the Company, its advisors or otherwise) which is furnished to Recipient by or on behalf of the Company and all analyses, compilations, forecasts, studies or other documents prepared by Recipient or its Representatives in connection with Recipient’s review of the Transaction (herein collectively referred to as the “Proprietary Information”) in accordance with the provisions of this agreement and to take or abstain from taking certain other actions herein set forth.

The term “Proprietary Information” does not include information which (i) is already in Recipient’s possession, provided that such information is not known by Recipient to be subject to another confidentiality agreement with or other obligation of secrecy to the Company or another party, (ii) becomes generally available to the public other than as a result of a disclosure by Recipient or its directors, officers, employees, agents or advisors or (iii) becomes available to Recipient on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not known by Recipient to be bound by a confidentiality agreement with or other obligation of secrecy to the Company or another party.

1. Recipient agrees (i) to keep all Proprietary Information confidential and not to disclose or reveal any Proprietary Information to any person other than Recipient’s employees or advisors who are actively and directly participating in Recipient’s evaluation (“Representatives”) and to cause those persons to observe the terms of this agreement, (ii) not to use Proprietary Information for any purpose other than evaluation or consummation of the Transaction and (iii) not to disclose to any person (other than its Representatives) any information about the Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto, or the fact that Proprietary Information has been made available to Recipient. Notwithstanding the foregoing, if recipient is required by legal process to disclose any Proprietary Information, Recipient will provide the Company with prompt written notice of such requirement in order to enable the Company to seek an appropriate protective order or other remedy, and will assist the Company to a reasonable extent in doing so. Recipient will furnish only that portion of the Proprietary Information that its counsel advises in writing is legally required to be disclosed.

2. Recipient will not initiate or maintain contact with any other person affiliated with the Company for purposes related to the Transaction, except with the express permission of the Company President or his Representative. The Company President or his Representative will arrange for appropriate contacts for due diligence purposes.

3. Nothing contained in this agreement will be construed as granting Recipient any rights, by license or otherwise, to any Proprietary Information except as specified in this agreement. If a Transaction is not completed within a reasonable time, or at any time upon request of the Company, Recipient shall promptly return to the Company all written material pertaining to or reflecting any Proprietary Information (whether prepared by the Company, its advisors, Recipient or its Representatives, or agents or otherwise) and delete from all retrieval systems and data bases any information reflecting Proprietary Information, and will not retain any copies, extracts or other reproductions in whole or in part of such written material. The return of such material shall in no event relieve Recipient of any obligation of confidentiality, which obligations shall expire five (5) years from the date of this agreement.

4. Neither Recipient nor any of its Representatives who are aware of the Proprietary Information or the possibility of the Transaction will, for a two-year period from the date of this agreement, solicit the employment of any employee of the Company with whom Recipient or its Representatives has direct contact concerning the possibility of a Transaction (except by general solicitations through normal channels such as newspaper advertisements or electronic job postings).

5. The Company does not make any express or implied representation or warranty as to the accuracy or completeness of the Proprietary Information. None of the Company, its Representatives, its respective officers, directors, employees, agents or controlling persons of such persons or entities (“Affiliates”) shall have any liability to Recipient or any of its Representatives relating to or arising from use of any Proprietary Information or for any errors therein or omissions therefrom. Recipient is not entitled to rely on the accuracy or completeness of any Proprietary Information and Recipient shall be entitled to rely solely on such representations and warranties regarding Proprietary Information as may be made in any final definitive agreement relating to the Transaction.

6. The Company shall be free to conduct any process with respect to any Transaction as it, in its sole discretion, shall determine including, without limitation, (i) negotiating with any prospective purchaser and entering into any agreement or completing any transaction without prior notice to any person; and (ii) changing any procedures relating to such sale at any time and without notice to any person. Recipient shall not have any claim against the Company or any of its Affiliates arising out of or relating to a Transaction (other than those as against the parties to a definitive agreement with Recipient in accordance with the terms thereof).

7. Money damages would not be sufficient remedy for breach of this agreement by Recipient or its Representatives, and the Company shall be entitled to specific performance and injunctive relief, in addition to all other remedies available at law or equity. Unless and until a definitive written agreement is entered into, neither party will be under any legal obligation of any kind whatsoever with respect to any transaction except for matters specifically agreed to in this agreement. This agreement shall be governed by and construed solely in accordance with the laws of the Commonwealth of Virginia, other than conflict of laws principles, and the parties hereto expressly and exclusively submit to the laws and the jurisdiction of the courts of the Commonwealth of Virginia and the federal courts located in Richmond, Virginia or Henrico County, Virginia. This agreement contains the entire agreement concerning confidentiality of the Proprietary Information and no modification of this agreement or waiver of the terms and conditions hereof shall be binding unless approved in writing by both parties.

Agreed and accepted as of \_\_\_\_\_, 200\_

\_\_\_\_\_  
Name of Recipient *(Please Print)*

Transact Capital Partners, LLC (Seller Agent)

By: \_\_\_\_\_  
*(Sign Individually)*

By: \_\_\_\_\_  
*(Seller Agent)*

By: \_\_\_\_\_  
*(Sign with title if applicable)*