

**THE JENNESSEY GROUP, LLC**  
PO Box 10285 Cedar Rapids, Iowa 52410-0285  
Office: 319-395-9555 Fax: 319-432-7130

**BUYER NON-DISCLOSURE AGREEMENT**

The undersigned (referred to as "Buyer") and The Jennessey Group, LLC. (referred to as "Jennessey"), agree to the following:

Buyer is interested in a possible business transaction involving one or more of the entities or businesses that are listed for sale by Jennessey and desire more information to complete an evaluation of such a transaction and Jennessey will provide additional information (any information provided by Jennessey is referred to at the "Information") subject to the terms of this agreement. Buyer will maintain in strict confidence all Information and shall protect and handle the Information with appropriate administrative, technical and physical safeguards to prevent unauthorized use or disclosure thereof, whether or not a business transaction is consummated. Buyer will not disclose the Information to any third-party except to such directors, officers, owners, subsidiaries, affiliates, advisors, representatives and agents (referred to as "Agents") who must have the Information to complete the evaluation and only after they are informed of and agree to the requirements and limitations of this agreement. Buyer acknowledges and represents, on its own and on behalf of Agents, that (1) Information is received solely for the purpose of evaluating a possible business transaction will be used solely for such purpose, (2) Jennessey represents the listed entities and business and not the Buyer, (3) Buyer and Agents will only copy the Information on to the minimum extent required to complete the evaluation, (4) Buyer and Agents will destroy such copies when a transaction is completed or when Buyer informs Jennessey that Buyer will no longer pursue a transaction, and (5) Buyer and Agents will not, under any circumstances, attempt to contact the entities or business being evaluated, or listed Jennessey, or any of their principals, employees, directors, officers, advisors, agents, customers or suppliers without specific written authorization of both Jennessey and the entity or business. Buyer, as a condition to Jennessey providing Information will provide Jennessey, upon request, substantiation of financial ability and preparedness to consummate a business transaction involving the entity or business about which Jennessey will be providing Information.

It is understood and agreed by the parties that no right in, or license under, any present or future idea, invention, patent, trade secret, copyright, mark, work, trade name or trademark is either offered or granted under this agreement, nor may any such right or license be implied by the disclosure or receipt of any Information hereunder This agreement for the benefit of Jennessey, as well as the entities and businesses it has listed for sale as a third party beneficiary, and each of them shall have the rights, benefits and protections hereunder. No provision of this agreement can be amended, waived or modified except by an instrument in writing signed by all parties. Invalidity or unenforceability of any provision of this agreement shall not limit or impair the operation or validity or enforceability of any other provision. This agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior oral and written discussions, understandings and agreements of the parties with respect to such subject matter.

<b>Buyer:</b>	
_____	_____
<b>(Printed Name)</b>	<b>Daytime phone number</b>
By _____	_____
<b>(Signature)</b>	<b>Mailing Address</b>
_____	_____
<b>Date</b>	<b>City, State, Zip</b>
	_____
<b>The Jennessey Group , L.L.C.</b>	<b>E-mail</b>
<b>By:</b> _____	