

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement (this "Agreement") is made and entered into as of the Effective Date set forth below by and between NEO Business Advisors ("Intermediary" and, together with its affiliates, "NEO") and the entity or individual set forth in the signature block below ("Recipient") pursuant to the Standard Terms and Conditions attached hereto.

RECITALS

- A. Recipient desires to obtain certain confidential and proprietary information of the NEO Business Advisors client identified as Specialized Industrial Electronics Distributor - 2187978 ("Target") for the sole purpose of examining the information and determining the feasibility of the acquisition of such client's business (the "Purpose") and such client will provide such confidential and proprietary information to Recipient for the Purpose and under the terms and conditions set forth in this Agreement.
- B. In consideration of the disclosure to Recipient of Confidential Information, Recipient agrees to receive and to treat Confidential Information on a confidential and restricted basis and agrees as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

- This Agreement is subject to the Standard Terms and Conditions attached hereto and constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior discussions, correspondence, understandings, agreements, or communication of any nature relating to the subject matter of this Agreement.
- In addition to the underlined definitions on this page, the definitions set forth below shall apply to the attached Standard Terms and Conditions.

Term	Commencing on the Effective Date and continuing for a period of 2 years therefrom.
Authorized Representative	Any (i) of Recipient's officers, directors, employees having a bona fide need related to the Purpose to view Confidential Information, (ii) of Recipient's affiliates and professional advisers acting on Recipient's behalf in connection with the Purpose; (iii) financial institutions (or other financial sources routinely engaged in providing debt financing to transactions similar to the Purpose) from whom Recipient is seeking debt financing relating to the Purpose or whom are presently committed limited partners in a fund managed by Recipient; or (iv) any other person approved by Intermediary in writing prior to Recipient's disclosure of any Confidential Information to such person. For the avoidance of doubt, in the event Recipient is itself an advisor or otherwise not a party contemplating the acquisition of Target on its own behalf or on behalf of an affiliate, entities such as Recipient's clients shall not be deemed Authorized Representatives unless and until Recipient has obtained the written consent of Intermediary to classify such party as an Authorized Representative.
Confidential Information	Any and all information, including without limitation the identity of Target (or affiliate or owner of Target) as an entity or individual that has come to market, in whatever form or medium, that is provided by Target, or NEO, in connection with this Agreement except information which: (1) is made freely available by Target to its customers or is published or otherwise made publicly available through sources entitled to disclose the same; (2) is or becomes publicly available through no breach of this Agreement by Recipient or any of its Authorized Representatives; (3) is or becomes known to Recipient or any of its Authorized Representatives prior to its receipt under this Agreement, as shown by Recipient's written records; (4) is or becomes known to Recipient or its Authorized Representatives through disclosures by a third party not known by Recipient or its Authorized Representatives, after due inquiry, to be prohibited from disclosing such information by a contractual, fiduciary, or other legal obligation; or (5) is developed by or for Recipient or any of its Authorized Representatives independently of any disclosure under this Agreement.

Acknowledged and confirmed on _____ (the "Effective Date")

RECIPIENT

Signature: _____

Printed Name: _____

Title: _____

Company: _____

STANDARD TERMS AND CONDITIONS OF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

1. Use and Disclosure.
 - a. Obligation. Recipient shall hold all Confidential Information in strict confidence and prevent its unauthorized disclosure by Recipient and its Authorized Representatives. Recipient shall use the Confidential Information only to the extent reasonably required to fulfill the Purpose. In addition, Recipient will not disclose to any third party other than an Authorized Representative either the fact that discussions relating to Target are taking place or have taken place or any of the terms and conditions thereof.
 - b. No License/Conveyance. All Confidential Information disclosed shall remain the property of Target and no license or conveyance of any rights is granted or implied by the disclosure of Confidential Information by Target or NEO. Neither Recipient nor any of its Authorized Representatives shall modify, reverse engineer, decompile, create other works from, or disassemble any program, service or product and/or any software programs that constitute Confidential Information.
 - c. Intent. Recipient hereby represents and warrants that it is entering into this Agreement for no purpose other than the potential (partial or full) acquisition of Target by itself or one or more of its affiliates, or by a client that has been approved as of the Effective Date as an Authorized Representative, in writing, by Intermediary, and not on behalf of any other non-affiliated third party.
 - d. Advisors. Recipient may provide access to Confidential Information to an Authorized Representative provided that all obligations of Recipient contained herein apply equally to such Authorized Representative and Recipient is vicariously liable for the failure of any such Authorized Representative to comply with Recipient's obligations hereunder.
 - e. Legally Required Disclosure. Recipient may also disclose Confidential Information without liability therefore if, and only to the extent, such disclosure is required by law, provided that Recipient gives Intermediary and Target sufficient notice, if legally permissible, to enable Intermediary or Target to seek an order limiting or precluding such disclosure. Notwithstanding the foregoing, Recipient and its Authorized Representatives who make disclosures without notice to any regulatory or self-regulatory authority may do so without providing notice to Intermediary or Target to the extent such disclosure is reasonably required pursuant to routine investigations, inspections, examinations or regulatory or self-regulatory inquiries not specifically targeted at the Target or the Purpose.
 - f. Contacts. Recipient and its Authorized Representatives will not, without Target's prior knowledge and written consent, make contact or approaches of any kind to the staff, customers, or suppliers of Target, unless both (1) such contact or approaches are proven to have been made in the ordinary course of the contacting or approaching party's business as presently conducted and independently of the Purpose and (2) no Confidential Information is disclosed by Recipient or any of its Authorized Representative. Notwithstanding the foregoing, nothing in this Section 1(f) shall prohibit Recipient or any Authorized Representative from (i) making general solicitations for employment (including the use of third party search firms) not specifically targeting Target's employees, (ii) soliciting individuals who have terminated their employment with Target prior to the initiation of any such solicitation, or (iii) hiring individuals who initiate contact with Recipient on their own initiative or who respond to any of the aforementioned solicitations.
 - g. Interference. Recipient will not conduct negotiations with Target in such a way or manner as to interfere with Target's contractual relationship with NEO including, but not limited to, fees payable to NEO.
 - h. Notification. Recipient shall notify Intermediary promptly upon becoming aware of any breach of this Agreement by Recipient or any of its Authorized Representatives.
2. Recipient's Acknowledgements
 - a. No Obligation. Recipient acknowledges that nothing herein contained shall require NEO to provide information relating to Target.
 - b. No Representations. Recipient acknowledges that NEO makes no representation, warranty, or guarantee whatsoever about Confidential Information. Any and all information including, but not limited to, budgets, forecasts, and projections do not, and shall not be deemed to, constitute any representation or expression of opinion or warranty on behalf of NEO.
 - c. No Agency. Recipient acknowledges that NEO is not acting pursuant to this Agreement as the agent of Recipient and accordingly agrees to hold NEO harmless in all matters relating to Target. Recipient further acknowledges that NEO is not responsible for vetting the accuracy or completeness of information provided by Target and accordingly agrees that NEO will not be liable for any loss or damage relating to the disclosure of information to Recipient; including without limitation, as a result of any errors or inaccuracies of the information.
 - d. No Reliance. Recipient has not and will not enter into any agreement in reliance upon any representation or warranty, written or oral, made by NEO. Recipient acknowledges the need to do its own investigation and consult independent professional advisors including, but not limited to attorneys and financial analysts. Recipient further acknowledges that should Recipient consummate a transaction with Target, the enforceable representations and warranties of Target are likely to be limited to those set forth in the definitive agreements for such transaction.
3. Intermediary's Acknowledgements.

- a. No Impact on Other Investments. Intermediary acknowledges on behalf of itself and its affiliates that Recipient and its affiliates and Authorized Representatives may now and in the future (i) operate in the same industry as Target, (ii) investigate other potential acquisition and investment targets including those in the same industry as Target, and (iii) effect acquisitions of and/or investments in such targets. Nothing in this Agreement shall prevent Recipient, its affiliates, or its Authorized Representatives from pursuing such opportunities.
 - b. No Impact on Uninvolved Affiliates. Notwithstanding anything to the contrary contained in this Agreement, this Agreement and the obligations herein shall not apply to Recipient's affiliates, subsidiaries, portfolio companies, or affiliated or associated business entities (or persons employed therein) that neither (i) act on Recipient's behalf with regard to the Purpose nor (ii) receive Confidential Information for Recipient or an Authorized Representative.
4. Miscellaneous.
- a. Survival. Sections 2 through 4 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and continue to bind the parties, their successors, and assigns.
 - b. Governing Law, Venue, and Jurisdiction. This Agreement and all disputes arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Ohio applicable to contracts to be fully performed therein, without giving effect to any choice of law rule therein that would require the application of the law of any other jurisdiction. Any action or proceeding relating in any way to this Agreement may be brought and enforced in the courts of the United States for the Northern District of Ohio, or those of the State of Ohio located in Lorain County, Ohio, and each party hereto irrevocably consents to the jurisdiction of each such court in respect of any such action or proceeding.
 - c. Trade Secrets. Any Confidential Information constituting a "trade secret" under applicable statutes and/or common law shall be protected to the full extent allowable thereunder, and such protection shall not be limited in any way by the terms of this Agreement.
- d. Severability. If a court of competent jurisdiction determines that provisions of this Agreement are illegal or excessively broad then such provisions shall be construed so that the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect, and any such illegal or overly broad provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.
 - e. Beneficiaries. Intermediaries' affiliates and Target (once disclosed by name to Recipient by NEO) are intended third party beneficiaries of this Agreement and each will have the right to enforce this Agreement against Recipient. NEO may disclose the existence and terms of this Agreement to Target.
 - f. Damages. Recipient acknowledges and agrees that the Confidential Information is proprietary and valuable to Target, that any disclosure or unauthorized use of the information may cause irreparable harm and loss, and that as a result (i) money damages may not be a sufficient remedy for any breach of this Agreement, (ii) in the event of a breach or threatened breach of this Agreement by Recipient, NEO and Target shall be entitled, and have the right, to seek specific performance and injunctive and other equitable relief to ensure compliance with this Agreement, and (iii) any such equitable remedy shall not be deemed to be an exclusive remedy for breach of this Agreement, but may be in addition to all other remedies available at law or equity.
 - g. Attorney's Fees. In the event that suit is brought to enforce this Agreement, or for damages relating to a breach of this Agreement, the prevailing party shall be entitled to recover from the other, in addition to its damages or other remedy, all costs and reasonable attorney's fees, both at trial and at the appellate level.
 - h. Amendment, Waiver. Any provision may be amended and the observance thereof may be amended or waived (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of Recipient and Intermediary.

BUYER QUESTIONNAIRE

Listing of Interest: Specialized Industrial Electronics Distributor - 2187978 Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Geographic Area(s) of Interest: _____

WORK EXPERIENCE

Current Occupation: _____

Past Experience (last 10 years) Resume Available Upon Request: Yes / No

1. _____
2. _____
3. _____

FINANCIAL INFORMATION

Amount of Funds Available: \$ _____ Price Range: \$ _____

Are funds readily available: Yes / No If No, Explain: _____

Do you have a funding source: Yes / No How would you rate your credit / Credit Score: _____

GENERAL INFORMATION

Yearly Income Required: \$ _____ Hours willing to work per week: _____ hours

How Far Will You Travel: _____ miles Will you have a Partner: Yes / No / If Needed

Types of Business / Industries Interested In:

1. _____
2. _____
3. _____
4. _____
5. _____