

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“Company”) and TAS Consulting Group, Inc. (“Recipient”) under the following circumstances:

A. Company intends to provide Recipient with information relating to Company for Recipient’s review in connection with a possible transaction between Company or its owners and Recipient.

B. In the course of consideration of a transaction with Recipient, Company may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Company and its activities.

NOW, THEREFORE, the parties agree as follows:

### 1. Definitions.

a. For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Company. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Company whether or not such information is identified as Confidential Information by Company. By example and without limitation, Confidential Information includes any and all information of the following or similar nature, whether or not reduced to writing: plans, sketches, specifications, prints, drawings, models, patent applications, innovations, inventions, discoveries, software, improvements, research or development and test results, data, know-how, formats, customer lists, customer and supplier identities, agreements, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, projections, procedures, routines, quality control and manufacturing procedures, processes formulas, and any other information or procedures that are not available to the public.

b. Confidential Information does not include information that Recipient can demonstrate: (a) is now, or hereafter becomes, through no act or failure to action the part of Recipient, generally known to the public; (b) is rightfully obtained by Recipient from a third party, without breach of any obligation to Company, or (c) is independently developed by Recipient without use of or reference to the Confidential Information.

c. For purposes of this Agreement, the term “Recipient” shall include Recipient and its employees, officers, directors, agents, and assigns.

2. Confidentiality. Recipient shall hold and maintain the Confidential Information in strictest confidence. Recipient may provide the Confidential Information only to those persons (i) who will evaluate the Confidential Information in connection with a possible transaction with Company and (ii) who are informed of, and acknowledge, the terms of this Agreement and the requirement to maintain the confidentiality of the information disclosed by Company.

3. Use. Recipient shall use the Confidential Information solely for the purpose of assisting Company with the possible transaction between Company and Recipient and shall not in any way use the Confidential Information to the detriment of Company. Nothing in the Agreement shall be construed as granting any rights to Recipient, by licensing or otherwise, to any of Company’s Confidential Information.

4. Return of Documents. If Company or Recipient decides not to proceed with the proposed transaction, or if Company otherwise requests, Recipient shall immediately return to Company any and all Confidential Information and all copies, extracts and other objects or items in which it may be contained or embodied. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this agreement.

5. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of Company to enter into any other agreement with Recipient or

prohibit Company from providing the same or similar information to other parties and entering into agreements with other parties.

6. Irreparable Harm. Recipient understands and acknowledges that any disclosure of misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Company shall have the right to apply to a court of competent jurisdiction for specific performance and/or and enjoining any such further disclosure of breach and for such other relief as Company shall deem appropriate. Such right of Company is to be in addition to the remedies otherwise available to Company at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance of injunction for the posting of a bond by Company.

7. Binding Effect. This Agreement shall be binding until Recipient with respect to any particular Confidential Information until Recipient can document that it falls into one of the exceptions stated in Section 1.b above. This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9. Attorney's Fees. If any dispute arises out of this Agreement, the prevailing party in any action or proceeding shall be entitled to reimbursement for its attorneys' fees and costs.

10. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations, warranties and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Company may have under trade secret, copyright, patent or other laws that may be available to Company. This Agreement may not be amended or modified except in writing signed by both of the parties to this Agreement. If any portion of this agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

11. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to be validly given as of the date of delivery, if delivered personally, or 3 days after mailing, if sent registered or certified mail, to the other party as follows:

To Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Recipient: TAS Consulting Group, Inc.  
dba: TheExitPlanAnalyst.com  
7780 Elmwood Ave., Suite 100  
Middleton, WI 53562

IN WITNESS WHEREOF, the recipient has executed this agreement on the date first written above.

RECIPIENT:

TAS Consulting Group, Inc.

By: *TAS Consulting Group, Inc.* TAS