

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement will confirm our mutual understanding in connection with The Reed Group, Inc., (TRGI), providing, and _____ (your name), receipt of, information regarding our clients (the "Company"). You, the person who signs this Agreement, promise you have read the Confidentiality Agreement, you intend to be bound by its terms, you acknowledge that the information about you in this Agreement or that you have otherwise provided to TRGI about you is accurate in all respects, and that you are authorized by your company/employer to agree to this agreement on behalf of your company/employer.

1) "Information" means all oral or written data, reports, records or materials obtained from TRGI or the Company, including the name, address, and type of business of the Company, the knowledge that the Company may be considering a sale, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by you shall cease to be any part of, such information to the extent that such information: (i) is or becomes public other than as a result of acts in breach of this agreement by you; (ii) was already known to you at the time of its disclosure hereunder; (iii) is independently obtained by you from a third party, provided that such third party is not known by you to have any duty of confidentiality to the Company; (iv) is independently developed by you without use of any information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

2) You agree that information is being furnished solely in connection with your consideration of the acquisition of the Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of your employees, advisors, financing sources, and agents, collectively, your Representatives, whose knowledge of the information is required to evaluate the Company as a potential acquisition and who shall assume the same obligations as under this Agreement. You hereby assume full responsibility for the compliance of such Representatives to the terms of this Agreement.

3) It is understood that the Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Confidentiality Agreement as if it were a party to this Agreement. TRGI represents and has a contract with the Company only and not with you. The Company shall compensate TRGI. In the event of a dispute the venue shall be, unless otherwise agreed upon, Baldwin County, AL. The parties agree to resolve any dispute among them by good faith mediation with a neutral mediator agreed upon by the parties as a mandatory condition precedent to litigation.

4) You agree that there shall be no visits, nor employee, supplier or customer contacts regarding the proposed transaction without express permission from TRGI and the Company. You agree further that you will not hire any of the Company's employees you become aware of as a result of your review of a potential transaction with the Company. You agree that you will not interfere in any way with the Company's business using knowledge acquired under this Confidentiality Agreement, nor use any such information in a manner harmful to the Company. The above-mentioned restrictions on solicitation of employment shall not apply to solicitations in newspapers or publications of general circulation, nor to employees who independently contact you for employment or are terminated by the Company.

5) All communications shall be directed through TRGI unless otherwise specified in writing. All information shall be promptly returned or destroyed, as directed in writing by TRGI or the Company. Any attempt to circumvent TRGI's contract with the Company shall be actionable at law for tortious interference with contract.

6) It is understood that (i) no representation or warranties are being made as to the completeness or accuracy of any information; and (ii) any and all representations and warranties shall be made solely by the Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

7) You acknowledge your responsibility to perform a due diligence review at your own cost and expense prior to any acquisition.

8) The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

9) This agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties regarding (i) the subject matter hereof and (ii) any statements in the information concerning confidentiality and limitations on use.

Company Description Inquiring About: _____

Name, Title (Please Print) _____

Email Address / Phone Number _____

Company / Address: _____

Represented by an Intermediary? YES NO **Liquid, dedicated Capital Available:** \$ _____

Buyer Classification: Individual Intermediary PEG Strategic

Signature: _____ **Date:** _____

Note: Respectfully request all items be completed, financial qualification indicated prior to receiving our Confidential Business Review. Financials & Tax Returns.

Please complete, execute and return to d@trgi.net or fax to: 251-928-4740

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