

**Non-Circumvention,
Non-Disclosure,
And Confidentiality Agreement**

This agreement is hereby executed on this _____ day of _____, 2010 by and between _____ and/or their corporations and subsidiaries, (hereinafter referred to as “Client”) and **CANTRELL-VIALA & ASSOCIATES** (hereinafter referred to as “Business Broker”), (“Client” and “Business Broker” collectively referred to as the “Parties”), whereby the parties hereby agree as follows:

W I T N E S S E T H

WHEREAS, the parties hereto contemplate entering into, or participating in, one or more business transactions including the purchase of one or more of Business Broker’s Client businesses; and

WHEREAS, the parties mutually recognize that in the transaction of the subject business each may learn from the other, including their agents and associates, the identity, address and/or telephone numbers of clients, agents, brokers, buyers, sellers, financiers and/or bank or trust contracts (hereinafter referred to individually or collectively as “confidential sources”) and/or information relating to bank accounts, transaction codes, participating banks and/or entities, business concepts, business plans, and business strategies, (hereinafter referred to individually or collectively as “confidential information”) which the other party has acquired by years of investment in time, expenses and effort; and

WHEREAS, the parties wish to legally bind each other from the disclosure of confidential sources and/or confidential information;

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises set forth herein below, each party covenants and agrees with the other as follows:

1. That all confidential sources and confidential information of each party are valuable property and shall remain confidential and remain the exclusive property of each respective party, and that neither party will divulge such information.

2. That neither party, (including any associates, agents, employees, affiliates, advisors, or any other form of representative of such party) will attempt, directly or indirectly, to contact the other parties’ transaction bank on matters relating to the subject business or contact or negotiate with the confidential source or make any use of the confidential information of the other party, except through such other party or with the express written consent of such other party as to each such contact and/or use, and after having entered into a commission agreement with such other party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

3. Each party agrees that neither such party nor any associate, agent, employee, affiliate, advisor, or any other representative of such party will disclose to any third person any confidential source or confidential information of the other party obtained in the transaction of the subject business.

4. Each party agrees further that upon any breach of this agreement that the party in default will pay to the other party:

a. Non-circumvention damages, which are defined as any and all forms and types of remuneration, the non-breaching party would have received had they not been circumvented; and

b. Any and all consequential and incidental damages sustained by the non-breaching party by reason of such breach; and

c. All expenses incurred in enforcing any legal remedy and/or rights based upon or arising out of this agreement; and

d. The non-breaching parties' reasonable attorneys' fees and costs incurred in enforcing this agreement.

5. In the event of any dispute as to the meaning or the enforceability of this agreement, all parties agree that Arkansas law shall apply and shall be binding upon the parties, their heirs, agents, and assigns, for a period of two (2) years from the date of the last signature affixed hereon.

6. It is further specifically agreed and distinctly understood that a facsimile copy of this agreement, including signatures, will constitute a legal and binding agreement.

IN WITNESS WHEREOF, parties have hereunto set their hands and date below:

Cantrell-Viala & Associates

By: _____

By: _____

Date: _____

Date: _____

By: _____

By: _____

Date: _____

Date: _____