



Non-Disclosure Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 by and between Bay Business Advisors, L.L.C., ("Company"), and _____ ("Prospect"); collectively, the "Parties".

Prospect understands that the Company represents certain businesses (hereinafter "Client") who wish to sell their business and the Company has an agreement with such Client to be paid a fee based on any transaction with the Prospect. The Prospect agrees not to attempt to circumvent this agreement in any way. Company and Prospect desire to explore the possibility of the acquisition of Client of the Company and, in the course of the Parties' discussions and due diligence investigations, Company will disclose confidential and proprietary information, both of a financial and business nature regarding its Client. The confidential and proprietary information disclosed relates generally to marketing, sales, billing, pricing, accounting, and other operations of the Client, as well as other proprietary information including trade secrets of the Client, all of which is designated "Subject Matter".

In consideration of the mutual promises, terms and conditions, the Parties agree as follows:

1. "Confidential Information" means information given by the Company which relates to the above-identified Subject Matter, including without limitation, financial information, business concepts and business plans (whether or not they include intellectual property rights), confidential ideas, trade secrets, software, processes, data, marketing and sales information, customer names, customer contacts, accounting and pricing information, or other business and/or related technical information, or which, although not related to such Subject Matter, is nevertheless disclosed. Confidential Information may be disclosed orally, visually or in tangible form (whether by document, electronic media, or other form). Even though Company or Client may not mark, label or identify any of the above-described information as proprietary or confidential for purposes of this Agreement, it shall not affect its status as part of the Confidential Information protected by this Agreement.
2. Prospect shall hold and maintain the Confidential Information in strict confidence and shall use such Confidential Information only for the purpose of assisting it in the assessment, determination, investigation and or negotiation of terms mutually agreeable for the acquisition of the Company's Client. Prospect shall not reproduce such Confidential Information, or disclose any of such Confidential Information to any third party, or other person or business entity of any kind without prior written approval of the Company. Prospect shall not approach, write to, discuss or have contact with the Client's customers, vendors, employees or other agents. Prospect agrees that it shall not use the Confidential Information in any manner in any way inconsistent with the use and purpose described in this Agreement.
3. All Confidential Information disclosed under this Agreement shall remain the exclusive property of the Company. All such information in tangible form shall be returned or destroyed to the Company the sooner of ten (10) days of request, upon termination of this Agreement for any reason, or as soon as Prospect no longer has an interest in the Client.
4. Prospect acknowledges and agrees that the Confidential Information is unique and valuable and that disclosure or use of Confidential Information in breach of this Agreement will result in irreparable injury for which monetary damages alone would not be an adequate remedy. Therefore, Prospect agrees that in the event of a breach or threatened breach of confidentiality, Company shall be entitled to specific performance, injunctive or other equitable relief, including, but not limited to, reasonable attorney's fees. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
5. Prospect shall bear its own costs and expenses for conducting the due diligence investigation and negotiations undertaken herein, including but not limited to accounting, tax, and legal fees. The Parties shall not be liable to each other for any such costs and expenses in the event an acquisition is not consummated.

6. All obligations undertaken herein by the Parties shall survive termination of this agreement or the contemplated transaction between the Company's Client and the Prospect.
7. Prospect understands that all Subject Matter and Confidential Information received by the Company has been given to the Company by the Client and Company has done no due diligence ; therefore, no representation or warranty, expressed or implied, is given to the accuracy of such information by the Company. The Prospect will perform its own due diligence and hold the Company harmless from any claims or obligations related to a transaction with one of the Company's Client. The Prospect understands that the Company represents its Client. The Prospect will not contact the Client disclosed by the Company and will direct all negotiations, offers to purchase, letters of intent or other communication with the Client through the Company.
8. This Agreement (i) constitutes the entire understanding between the Parties concerning the Subject Matter and Confidential Information and supersedes any prior discussions between them; (ii) may not be amended or modified except by a written instrument signed by each of the Parties; (iii) shall be governed by the laws of the State of Virginia (and the Parties agree to personal jurisdiction and venue in the State of Virginia); and (iv) may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
9. The invalidity, illegality, or unenforceability of any obligation or provision under this agreement shall not affect or impair the enforceability or legality of any remaining provision or obligation under this agreement.
10. The Prospect is not allowed to approach with the intention to hire any employee of the Client (Seller) which the Prospect comes in contact with during the sale process for a period of two years from the date of this agreement.
11. From time to time, the Prospect may be required to sign additional non-disclosure and/or confidentiality agreements. In the event of a conflict between such additional documents, this agreement shall prevail.

Business Reference Name: 410 - Sierra – IT Solutions Provider

Each of the Parties has caused this Agreement to be executed, as of the date first written above.

PROSPECT: _____ (print)

By: _____ (sign)

Its: _____ (title)

Address: _____

City, ST Zip _____

PH#: _____

FAX#: _____

EMAIL: _____

Bay Business Advisors, L.L.C. Business Advisors (COMPANY)

By: _____

Its: _____ (AGENT)

Fax Number: 703-935-4764
Telephone Number: 703-476-3996