



NONDISCLOSURE AGREEMENT

This non-disclosure agreement ("NDA") is dated _____ and is between The Furman Co., Investment Advisory Services LLC, located at 101 North Main Street, Suite 1400, Greenville, South Carolina 29602 ("**Discloser**") and _____ ("**Recipient**") and is effective from the earlier of date of this NDA or the date of first exchange of information between Discloser and Recipient. Discloser and Recipient are referred to individually as "Party" and collectively as "Parties."

The Parties agree as follows:

1.0 PURPOSE

- 1.1 Recipient desires to obtain certain Confidential Information (subsequently defined) relating to Discloser and its business for the sole purpose of evaluating Recipient's interest in the Contemplated Transaction ("**Purpose**");
- 1.2 The Parties acknowledges that it will receive certain Confidential Information as defined below.
- 1.3 The Parties will maintain the confidentiality of all Confidential Information exchanged between them and will secure all Confidential Information from unauthorized disclosure to others as required by this NDA.

2.0 TERM

- 2.1 The obligations of this NDA continue to apply to Confidential Information for a period of two (2) years following the date of this NDA.

3.0 CONFIDENTIAL INFORMATION

- 3.1 For the purposes of this NDA, "**Confidential Information**" means all non-public, proprietary and/or confidential information directly related to the Purpose and exchanged between the Parties. Confidential Information does not include information, which (a) is or becomes generally available to the public other than as a result of a wrongful disclosure by the other Party; (b) was in the possession of the other Party without confidentiality restrictions at the time of disclosure; (c) was generated independently by the other Party from sources other than the Confidential Information without violating any obligations of this NDA or (d) was disclosed to the other Party by a third party free of any obligation of confidentiality.

4.0 NON-DISCLOSURE

- 4.1 Requirement of Confidentiality. The Parties will hold all Confidential Information in confidence and not disclose, distribute or disseminate any Confidential Information, or any documents or information derived from the Confidential Information, to any third party, except as permitted in this NDA. The Parties may disclose Confidential Information to its employees and its agents or contractors on a need to know. The Parties will use the same degree of care in securing and protecting the Confidential Information from disclosure or unauthorized use as the Parties would use to secure and protect its own proprietary information.

- 4.2 Compelled Disclosures. The Parties may disclose Confidential Information as required by a court of competent jurisdiction or other similar requirement of a governmental agency. The disclosing Party will provide the other Party with written notice of such order or requirement as soon as reasonably practicable.
- 4.3 Use of Confidential Information. The Parties retains all rights to the Confidential Information including, without limitation all ownership and copyrights. Each Party conveys to the other Party a non-exclusive, irrevocable license to use the Confidential Information for any purpose reasonably related to the Purpose.
- 5.0 DISPUTE RESOLUTION**
- 5.1 Any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (collectively referred to as a “**Dispute**”) arising out of or relating to this NDA, or a breach thereof, will be resolved by litigation in a court of competent jurisdiction. This Agreement shall be governed by an construed in accordance with the laws of the State of South Carolina without giving effect to the conflict of laws and provisions hereof. The Parties consent to jurisdiction, venue and service of process of any state or federal district court of competent jurisdiction in South Carolina.
- 6.0 MISCELLANEOUS**
- 6.1 Mutually Binding. The Parties, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this NDA and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this NDA. Neither Party may assign this NDA without the written consent of the other.
- 6.2 Severability. If any provision or part of a provision of this NDA is determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law or court order, such determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of this NDA, which remain in full force and effect as if the unenforceable provision or part were deleted.
- 6.3 No Waiver. The failure of either Party to insist, in any one or more instances, on the performance of any obligation or right under this NDA does not constitute a waiver or relinquishment of such obligation or right with respect to future performance.
- 6.4 Notices & Representatives. Notices are sufficient if in writing and delivered by hand, email or by regular mail to the authorized representative of the other Party; notices sent by regular mail will also be transmitted by facsimile or email at the time of mailing. Unless otherwise designated in writing, the signatories to this NDA are the Parties’ authorized representative for all purposes.
- 6.5 Counterparts. This NDA may be executed simultaneously in two or more counterparts, each of which is deemed an original. When proving this NDA, it is only necessary to produce the counterpart signed by the party against whom such proof is presented.

[Signatures on following page.]

Upon execution, this Confidentiality and Nondisclosure Agreement shall be effective on the date first set forth above.

DISCLOSER

RECIPIENT

The Furman Co., Investment Advisory Services LLC

101 N. Main Street, Suite 101 (29601)
P.O. Box 2487
Greenville, SC 29602-2487

Fax: 864.233.9878

Fax:

By: _____

By: _____

Print: Stephen P. Navarro

Print: _____

Its: Managing Member

Its:

ANNEX A
AGENT CONFIDENTIALITY AGREEMENT

Reference is made to the Confidentiality and Nondisclosure Agreement by and among The Furman Co., Investment Advisory Services LLC, and _____, effective _____-_____ (attached hereto as Exhibit A and incorporated herein by reference), as may be amended from time to time (the "Agreement"). Capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

The undersigned hereby acknowledges that, in connection with the Purpose or Contemplated Transaction, it has been or may be furnished with certain Confidential Information. The undersigned agrees to be bound by the terms and conditions of the Agreement.

Money damages may not be a sufficient remedy for breach of this Agent Confidentiality Agreement or the Agreement. In addition to all other remedies available in the event of a breach or threatened breach of this Agent Confidentiality Agreement or the Agreement by the undersigned, the undersigned agrees that the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief.

Address:

Fax: _____

By: _____

Print: _____

Its: _____