

Mutual Confidentiality Agreement and Non-Disclosure

This mutual Confidentiality Agreement (the "Agreement") is made as of this day, _____, between _____ (hereafter the ("Client")) and **Larry S. Wald**, on behalf of **Strategic Alliance CPA Consultants, Inc.**, (hereafter as "SAFE") and potential "**Third Parties**," (hereafter referred to as the "Parties").

In consideration of the foregoing, the Parties mutually agree as follows:

1. "**Confidential Information**" as used in this Agreement shall mean any information or materials that are proprietary to the Party or designated as "Confidential Information" by the Party, including without limitation, information concerning the Party's Clients, Client list, staff, vendors, financial information, records, business processes, sales figures, and marketing plans and information, (hereafter the "List"). All Parties explicitly agree not to copy, list, contact, or solicit anything or anyone, disclosed by either Party without written consent from the Party disclosing this information.
2. The sole and limited purpose for which the disclosures hereunder are being made is to allow the Parties to evaluate whether they wish to enter into a business relationship with each other.
3. The Parties agree not to disclose the Confidential Information contemplated herein, to any other person other than their partners, employees, agents, lawyers and/or accountants, without written permission, in advance.
4. The Parties agree that they shall treat all Confidential Information with the same degree of care as they accord to their own Confidential Information of the same or similar nature, and the Parties represent that they will exercise reasonable care to protect each other's Confidential Information.
5. The Parties agree that they shall not publish, copy, or disclose, or use any Confidential Information pertaining to any third Party except as permitted in writing, and that they shall use their best efforts to prevent inadvertent disclosure of such Confidential Information to any other third Party.
6. All materials furnished to any of the Parties shall remain the property of the Discloser and shall be returned promptly at the Discloser's request, together with any copies thereof.
7. Since unauthorized disclosure of Confidential Information will diminish the value of the particular Party's proprietary interests, that are the subject of this Agreement, the Parties agree that any breach or threatened breach of these obligations hereunder will cause the Party irreparable harm and therefore that Party shall be entitled to seek equitable relief to protect its interests in the Confidential Information, limited to injunctive relief and money damages if harm is proven.
8. **Disclaimer** - Each Party has signed and is therefore bound by the covenants of this Agreement. However, Strategic Alliance explicitly disclaims any and all liability that may be based on a material breach of this Agreement by Merger Candidate(s) or their Representatives outside of reasonable control of any Party.
9. This Agreement is the complete and exclusive statement of the agreement between the Parties and supersedes all prior written and oral communication and agreements relating to the subject matter hereof.
10. If a Transaction Closes between the Client and an Acquisition/Merger Candidate, introduced by SAFE, by which SAFE is the prevailing cause, then SAFE shall be entitled to Compensation equal to its standard rate of 10% of the total Purchase Price, at closing.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the date first written above.

On Behalf of:

Strategic Alliance CPA Consultants, Inc.

Larry Wald

Larry S Wald, Managing Partner

Signed By: _____

Print Name: _____

Office Phone: _____ Cell: _____

Office Address: _____

Email: _____