

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

Company ID: 8451



This Non-Disclosure & Confidentiality Agreement, ("NDA") confirms that the undersigned (hereafter, "Buyer") agrees, understands and acknowledges the foregoing in connection with Upton Financial Group, Inc. (collectively hereafter "Upton") providing the Buyer with information regarding the business described as an underground utilities contractor (hereafter "Company").

1. "Information" means all oral or written data, reports, records or materials obtained from Upton or the Company, including, but not limited to: the name, address, and type of business of the Company, the knowledge that the Company may be considering a sale or other financial transaction, financial statements, projections, business plans, customer lists, intellectual property, trade secrets and practices or any other pertinent information as may be provided to or requested by Buyer. Information shall also include any notes, summaries or other documents containing Information developed by the Buyer's Representatives (as defined below). The Buyer's obligation under this NDA shall not apply to Information that: (i) is or becomes public other than as a result of acts by the Buyer; (ii) can be shown was already known to the Buyer at the time of its disclosure hereunder; (iii) is independently obtained by the Buyer from a third party having no duty of confidentiality to the Company; (iv) is independently developed by the Buyer without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
2. The Buyer agrees that the Information is being furnished for the sole purpose of assessing a prospective financial transaction with the Company and the Information shall be treated as "secret" and "confidential," and no portion of it shall be disclosed to others, except to those employees, directors, affiliates, advisors and agents (hereafter "Representatives") whose knowledge of the Information is required to evaluate the Company as a potential acquisition and who shall assume the same obligations as the Buyer under this Agreement. The Buyer hereby assumes full responsibility for the compliance of its Representatives to the terms of this NDA. All Information shall be promptly returned or destroyed should the Buyer determine that it is not interested in pursuing a transaction with the Company, or should Upton or the Company so direct, except to the extent required for Buyer to comply with applicable laws, rules, regulations, legal process or its established document retention policy.
3. The Buyer agrees that it will not hire any of the Company's employees, nor interfere in any way with any of its business nor directly solicit any of the Company's employees using knowledge acquired under this Confidentiality Agreement nor use any such Information in a manner harmful to the Company. The hiring of a Company employee through a general solicitation not targeted to the Company's employees shall be permitted.
4. It is understood by the Buyer that no representation or warranties whatsoever, expressed or implied, are being made as to the completeness or accuracy of any Information furnished hereunder. The only representations and warranties upon which the Buyer may rely are those made solely by the Company in writing as part of a signed acquisition agreement between the Buyer and the Company. **The Buyer acknowledges its responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.**
5. The Buyer acknowledges that Upton is under contract to the Company only, and shall be compensated by the Company. The Principal agrees that it shall not interfere with or circumvent Upton's contract with the Company, and further agrees not to contact the Company, its employees, suppliers, landlords, advisors or customers directly, but to channel all negotiations, inquiries, investigations and purchase offers, if any, directly through Upton unless otherwise specified in writing.
6. The Buyer recognizes that any breach of this Agreement may be harmful to the Company and Upton, and the remedy at law maybe inadequate. Therefore, without limiting any other remedy at law or equity, the Buyer agrees that specific performance or other forms of equitable relief, injunctive relief or money damages or any combination thereof will be available to both the Company, as if the Company were a party to this Agreement, and Upton. This Agreement shall be governed by the laws of the State of California, and the venue for any action that may arise shall be Sonoma County, California. The prevailing party will be entitled to recovery of all reasonable costs of enforcing this Agreement, including attorney's fees.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof. No modifications or alterations to this Agreement shall be effective unless in writing and signed by the respective parties.

BUYER'S INFORMATION:

Signature: _____ Date: _____
Print Name: _____ Title: _____
Company _____ E-mail: _____
Telephone: _____ Fax: _____ Cell: _____
Address: _____
Street City State Zip Code

When completed, please return to: sarah@uptonco.com