

**CONFIDENTIALITY AGREEMENT
BETWEEN FIRMS**

AGREEMENT and acknowledgement between
Faust, Howell Associates, Inc., and
(_____)

Whereas, the Company agrees to furnish the undersigned certain confidential information relating to the affairs of the Company for purposes of:

(Describe)

, and Whereas, the undersigned agrees to review, examine, inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this agreement.

BE IT KNOWN, that the Company has or shall furnish to the undersigned certain confidential information, as set forth on attached list, and may further allow the undersigned the right to inspect the business of the Company and/or interview employees or representatives if the Company, all on the following conditions:

1. The undersigned agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party.
2. No copies will be made or retained of any written information supplied.
3. At the conclusion of our discussions, or upon demand by the Company, all information, including written notes, photographs, memoranda, or notes taken by you shall be returned to us.
4. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this agreement.
5. It is understood that the undersigned shall have no obligation with respect to any information known by the undersigned or generally known within the industry prior to date of this agreement, or becomes common knowledge within the industry thereafter.

Dated: _____

Harlan R. Faust, President
Faust, Howell Associates, Inc.

Name: _____ Title: _____
Company: _____