

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This is a Nondisclosure and Confidentiality Agreement between [THE COMPANY'S NAME] a [STATE] [ORGANIZATIONAL STRUCTURE, e.g. corporation] (the "Company"), and [APPRAISER FIRM'S NAME] solely in its performance of business valuation services and not otherwise (the "Appraiser"), for the determination of [STANDARD OF VALUE] of the [CAN BE VOTING OR NON VOTING] stock in the entity known as [COMPANY NAME] for [PURPOSE OF APPRAISAL] purposes. The [APPRAISER FIRM'S NAME] understands that the Company has disclosed or may disclose information relating to the Company, including, without limitation, financial statements, other financial information, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information, which to the extent previously, presently, or subsequently disclosed to the Appraiser is hereinafter referred to as "Proprietary Information" of the Company.

In consideration of the parties' discussions and any access of the Appraiser to Proprietary Information of the Company, the Appraiser hereby agrees as follows:

1. The Appraiser agrees (i) to hold the Company's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Appraiser with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to fulfill its duties as a provider of Business Valuation Services, and (iv) not to copy or reverse engineer any such Proprietary Information. The Company agrees that the foregoing shall not apply with respect to any information that (i) is or becomes (through no improper action or inaction by the Appraiser or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Company, or (iii) was rightfully disclosed to it by a third party, or (iv) is subsequently received by the Appraiser in good faith from a third party who is not known to the Appraiser to be bound by a confidentiality agreement with the Company or known to the Appraiser to be otherwise prohibited from transmitting the Proprietary Information to the Appraiser by a contractual, legal or fiduciary obligations, or (v) is independently generated by the Appraiser, or (vi) is approved for release or disclosure by the Company in a separate writing; provided, however, that the Appraiser may disclose Proprietary Information: (1) to a regulatory agency or in connection with an examination of the Appraiser records by examiners, (2) at the express direction of any other authorized government agency, (3) pursuant to a subpoena or other court order, (4) in connection with legal proceedings in the Appraiser capacity as a provider of Business Valuation Services, or (5) as may be otherwise required by law.

2. Upon completion of the Appraiser's review of the Proprietary Information and the Business Valuation Engagement, with respect to the Proprietary Information, upon request in writing by the Company at any time thereafter the [APPRAISER FIRM'S NAME] will turn over to the Company all Proprietary Information of the Company and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, subject to any regulatory requirement to retain any such Proprietary Information and subject to

the Appraiser's then current document retention policies. The Appraiser understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Company or (ii) requires the Company to proceed with any transaction or relationship.

3. The Appraiser acknowledges and agrees that due to the unique nature of the Company's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Company, and therefore, that upon any such breach or any threat thereof, the Company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law, provided that the Appraiser will not be liable for any special, indirect or consequential damage as a result of disclosure of Proprietary Information.

4. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

5. This Agreement shall be governed by the internal substantive law of the State of Missouri without regard to the conflicts of law provisions thereof.

6. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

IN WITNESS WHEREOF, the Company and the Appraiser have executed this Nondisclosure and Confidentiality Agreement as of [DATE].

[THE COMPANY'S NAME]
a [STATE] [ORGANIZATION'S STRUCTURE]

[APPRAISER FIRM'S NAME]

By: [THE COMPANY'S NAME]
Name:
Title

By: [APPRAISER FIRM'S NAME]
Name:
Title