

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This is a Confidentiality and Non-Disclosure Agreement ("Agreement") dated this _____ day of _____, 2012, by and between The Conway Center for Family Business Peer Group (the "Group") and _____ ("Receiving Party").

WHEREAS, the Group and Receiving party will share discussions in connection with various meetings (the "Meetings");

WHEREAS, the Group and its members will be disclosing proprietary and confidential information to Receiving Party; and, Receiving Party is willing to receive, protect and not use the Group's confidential information;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Receiving Party's Acknowledgment.

Receiving Party agrees and acknowledges that in order to assure the that the Group retains its value as a part of the Conway Family Business Center, it is necessary that Receiving Party undertake not to utilize its special knowledge of the Group's and its members' information for the benefit of anyone other than the Group.

2. Disclosure or Use of Information:

The Group may disclose to Receiving Party, upon execution and delivery this confidentiality agreement, certain nonpublic information including, without limitation, information relating to certain information about management, programs, strategies, business plans, profit margins, service, training, financials and operations of the members of the Group which the Group members deem appropriate to disclose. All such information about the members of the Group furnished by the Group or its members, whether furnished before or after the date hereof and regardless of the manner in which it is furnished, whether written or printed documents and computer disks or tapes, whether machine or user readable, is referred to in this confidentially agreement as "Confidential Information."

Receiving Party will not communicate or divulge to, or use for its benefit or the benefit of any other person, firm, corporation or other entity any of Group's Propriety or Confidential Information. Receiving Party will, upon request by the Group, deliver to Group all copies of documents received from the Group. Confidential Information is given to Receiving Party with the specific understanding that Receiving Party will treat it as secret, confidential and valuable and the property of Group.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the day and year first written above.

_____ : _____

By: _____

By: _____