

**CONFIDENTIALITY
AND
NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered into this ___ day of _____, 20___, by and between Shiel Sexton Company, Inc., an Indiana Corporation, having its principle place of business at 902 North Capitol Avenue, Indianapolis, IN 46204 (“Shiel Sexton”) and _____, a _____, having its principle place of business at _____ (“Company”) regarding use of financial and other related information provided by Company. In exchange for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. “Confidential Information” shall mean all information disclosed by Company pursuant to requested by Shiel Sexton and related to Company’s financial integrity and business operations. Confidential Information need not be so identified in order to be subject to the restrictions contained herein.

2. Shiel Sexton hereby acknowledges that the Confidential Information consists of and constitutes valuable, established and proprietary property of Company and agrees that the restrictive covenants and undertakings contained in this Agreement are reasonable and necessary for the protection of the Confidential Information and Company’s business operations.

3. Shiel Sexton shall maintain as confidential all Confidential Information which has been or may hereafter be made available to Shiel Sexton, directly or indirectly, by Company, and Shiel Sexton shall take all actions necessary to ensure the continued confidentiality and protection of the Confidential Information.

4. Shiel Sexton shall use any Confidential Information solely for the benefit of Company, and shall not disclose, directly or indirectly, or authorize any disclosure of, the Confidential Information to any third party, except as authorized in writing by Company.

5. Shiel Sexton shall restrict access to the Confidential Information to its agents, employees or representatives and shall take all actions necessary to ensure that its agents, employees and representatives are advised of the confidential nature of the Confidential Information and to ensure that they are prohibited from using any Confidential Information for any other purpose, and from disclosing the Confidential Information to any third party.

6. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other portions of this Agreement, and in the event a provision is found by a court to be invalid or unenforceable, this Agreement will be construed in all aspects as if the invalid or unenforceable provision(s) were omitted.

7. This Agreement shall be binding upon Shiel Sexton, its successors and assigns and inure to the benefit of Shiel Sexton, its successors and assigns.

8. This Agreement may not be amended or waived, except by a separate writing expressly amending or waiving this Agreement signed and executed by an officer of Shiel Sexton.

9. The restrictions and obligations in this Agreement shall become effective immediately and shall survive any expiration, termination or cancellation of any contractual or relationship between Shiel Sexton and Company.

10. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and shall be enforce and construed in accordance with the laws of the State of Indiana.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS AGREEMENT.

SHIEL SEXTON CO., INC.

By: _____

By: _____

Printed

Printed

Title

Title