

Confidentiality Agreement

EQUITY PARTNERS, a division of SC&H Capital, has agreed to make certain disclosures to you concerning A.C. Furniture Company, Inc. ("the CLIENT"), which we currently represent, and requires the following nondisclosure agreement to be executed to protect the interest of the CLIENT and its affiliates.

The undersigned ("You") have an interest in refinancing, investing in, or acquiring certain assets and business of the CLIENT (the "Transaction"). In order to enable you to appraise the Transaction, EQUITY PARTNERS will provide you with an information package which contains the name and location of the CLIENT and highly confidential financial and corporate historical details (the "Evaluation Material"). You agree to grant access to the Evaluation Material only to those of your directors, officers, employees, agents, accountants, attorneys, affiliates, advisors, funding sources, investors, and representatives (collectively, "Representatives") whose duties in connection with evaluating your interest in the Transaction require such information and who are instructed by you to maintain such information in complete confidence in accordance with the terms of this Agreement. "Evaluation Material" shall not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by you in violation of this Agreement, (ii) was within your possession prior to its being furnished to it pursuant hereto, provided that the source of such information was not known by you to be bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to the CLIENT or any other party with respect to such information, or (iii) is or becomes available to you on a non-confidential basis from a source other than the CLIENT, provided that such source is not known by you to be bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation of confidentiality to the CLIENT or any other party with respect to such information, or (iv) is independently developed by you or your Representatives without violating any of your obligations hereunder. You agree to take full responsibility for compliance by such Representatives with the confidentiality requirements contained herein.

You further agree that, if for any reason you do not complete the Transaction with the CLIENT you: 1) will not at any time hereafter disclose the Evaluation Material provided to anyone whomsoever for any reason (except for disclosures to your Representatives and as may be required by law, rule or regulation, any governmental agency or other regulatory authority or in connection with any legal proceedings) and that you will instruct any Representative to whom such Evaluation Material has been disclosed to maintain such information in complete confidence (except for disclosures permitted pursuant to clause 1 above), and 2) you will promptly return or destroy (at your option) all written or printed Evaluation Material (and copies thereof) to EQUITY PARTNERS and delete any digital copies (except as and to the extent retention of such information is required by applicable law, regulation or order, or unless Recipient's internal policies and procedures require such retention, provided that any retained Evaluation Material shall remain subject to the terms set forth in this Agreement notwithstanding its termination). At no time is the Evaluation Material to be used for any reason other than your evaluation of the CLIENT for the purpose of assessing a value to assist you in preparing an offer for the Transaction.

This Agreement and the obligations of the parties hereunder shall terminate eighteen (18) months from the date hereof.

Prior to the parties execution of a term sheet or other agreement in respect of the Transaction, all communications regarding the Transaction or request for additional information will be submitted or directed to Fred Cross of EQUITY PARTNERS and you agree not to make contact with the CLIENT, its employees or customers, or its lender for any reason without prior permission from EQUITY PARTNERS.

AGREED AND ACCEPTED:

Company: _____

By: _____

Printed Name: _____

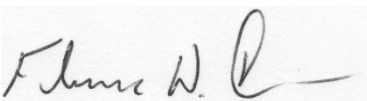
Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

By 

Fred Cross
Principal
Equity Partners, a Division of SC&H Capital

Date: March 10, 2020

The above company ☐ is, or ☐ is not publicly-traded. (check one)