NON DISCLOSURE & CONFIDENTIALITY AGREEMENT

SCL Profile **# _____**

This Agreement is made and entered into between the undersigned both individually and for the referenced business entity, its officers, directors, partners, employees, agents and advisors ("Buyer') and Sierra Company, LLC a Colorado Limited Liability Company ("SCL') for the benefit of SCL and the following business entity presented as an acquisition candidate.

Whereas: Buyer has requested information from SCL and Seller for the purpose of investigating a possible acquisition, merger, or joint venture involving all or part of the business interests owned by Seller and represented by SCL, Buyer agrees as follows:

1. Reviewer will not disclose any information about the Seller, whether obtained from SCL or in the course of its investigations, to any person, organization, broker, intermediary, lending institution, prospective equity partner, or make known by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale without specific prior written authorization from SCL.

2. Reviewer shall not contact any Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever without specific prior written authorization from SCL. This Agreement shall be fully disclosed to all individuals who receive information under this agreement, and those individuals shall be equally bound by the provisions herein.

3. This Agreement applies to all information received by Reviewer from or on behalf of the Seller at any time which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes proprietary trade secrets of the Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to SCL and Seller. All information provided to Reviewer shall be used for the sole purposes set forth above and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon written request of SCL, Reviewer shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof.

4. Neither SCL nor the Seller make any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Reviewer under this Agreement. Any and all representations and warranties shall be made solely by the Seller in a signed acquisition agreement and then be subject to the provisions thereof. Reviewer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against SCL for Reviewer's reliance thereon.

5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Client's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.

6. Reviewer understands and agrees the Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in the Sellers name. Reviewer understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of SCL and/or the Seller under any fee or other agreements.

7. The obligations of the parties under this Agreement shall survive for a period of three (3) years following the date hereof. Reviewer, in executing this Agreement, acknowledges that SCL is acting solely and exclusively as an agent for the Seller and therefore owes Seller its undivided loyalty, confidentiality and full disclosure.

Agreed to and Accepted:

_____
Company

_____   _____
Print Name   Address

_____   _____
Signature   City, State & Zip

_____   _____
Date   Telephone

                                                                           _____
                                                                           E-mail