



Pre-engagement Confidentiality Agreement

_____ (“Client”) and Leveraged Management Services, Inc. (“LMS”) wish to have a dialogue to determine if LMS should be engaged by Client to render services. In the course of this exchange Client will be providing LMS with certain confidential and proprietary information. LMS is aware of Client’s need to preserve the confidentiality of this information and wants Client to be confident that its interests are fully protected. For these reasons, LMS agrees with Client as follows:

1. “Confidential Information” means confidential and proprietary data and information about the business, employees, products, processes, services and business plans of Client disclosed to LMS in writing, orally or by LMS observation in connection with these pre-engagement discussions and which is not generally known by the public or within Client’s industry.
2. LMS agrees not to use or disclose this Confidential Information to anyone without prior authorization from Client.
3. LMS further agrees to return (or destroy) all written Confidential Information, including notes, working papers and document copies to Client at the conclusion of these discussions, except as may be permitted under paragraph 4.
4. If LMS is engaged for an assignment Client agrees that LMS will retain the written Confidential Information as permitted within the terms of the engagement.
5. LMS agrees to maintain the confidential nature of any Confidential Information in its possession by limiting access and providing appropriate security. Any Confidential Information documents that are disposed of by LMS will be shredded or burned.

Dated: _____

By: _____

Quint Jackson, President
Leveraged Management Services, Inc