

NON-DISCLOSURE AGREEMENT

The undersigned prospective Buyer acknowledges being first introduced to the business named herein by Premier Business Opportunities ("Broker"). Whereas Premier Business Opportunities acknowledges that it has been requested to and will furnish to the individual/company named below ("Buyer") certain information relating to the following business:

_____ ("Business") for the purpose of negotiating with Seller ("Seller") of said business for the possible purchase by buyer of all or part interest of the stock or assets relating to Seller's business; and, Whereas Seller desires to maintain the confidentiality of the information disclosed; Now, therefore, Buyer agrees as follows:

1. NON-DISCLOSURE OF INFORMATION

Buyer agrees to not disclose any Confidential Information, as hereinafter defined, or permit access to Confidential Information without the prior written consent of the Seller, by anyone other than: (a) Buyer's management, (b) Buyer's legal counsel, (c) independent accountants, or (d) other qualified agents retained by Buyer to whom disclosure or access is necessary for buyer to evaluate the Business.

Disclosure of Confidential Information shall be made to these persons only in connection with the potential acquisition of the Business, and then only if they understand and agree to be obligated to maintain the confidentiality of such Confidential Information. Buyer further agrees that neither Buyer, nor any other party employed or engaged by Buyer, shall use or permit the use of Confidential Information in manner whatsoever, except as may be required for Buyer to evaluate facilities, operations, and personnel of the Business.

If the Buyer does not purchase the Business, Buyer at the close of negotiations, will return to Broker all records, document, and information that has been provided to Buyer and will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION"

The term "Confidential Information" shall mean all financial information, production information, processes, manufacturing procedures, marketing information, pricing information, correspondence, contracts, customer lists, and any other information (whether written or oral or otherwise) made known to the Buyer: (a) from any inspection, examination, or other review of the books, records, machinery, devices, processes, or production methods of Seller; (b) from communications with the directors, officers, employees, agents, or representatives of Seller; or (c) during visits to Seller's premises.

3. DISCLAIMER OF BROKER'S LIABILITY

The information which Broker will provide under this agreement to Buyer has been provided to Broker by the Seller or by the management of the Seller. Broker Expressly disclaims any and all liability for representations of warranties, expressed or implied, contained in such Information, or for omissions from them or the accuracy of any and all information provided. The Buyer is solely responsible to personally examine and investigate the business and its assets, to obtain legal and tax counsel, if so desired, prior to making an offer to purchase. Any agreement or decision by Buyer to pursue a transaction regarding Business shall be based solely on the investigation by the Buyer and its hired agents.

4. FURTHER TERMS OF THIS AGREEMENT

It is further understood and agreed that:

- (a) Buyer shall neither contact nor conduct any purchase negotiations with the Seller of Business except through Premier Business Opportunities and its agents;
- (b) The Seller and not the Buyer shall be responsible for the payment of the brokerage fee should the contact with a Business shown by Premier Business Opportunities result in a purchase agreement. Premier Business Opportunities is protected for its full fee for eighteen (18) months from the date thereon, should the Buyer purchase said Business shown;
- (c) Should Buyer breach the terms of this agreement or use this information for any purpose detrimental to the Seller, or interfere in any way with Seller's contract with Premier Business Opportunities, Buyer may become personally liable for any damages incurred;

Buyer acknowledges receiving a completed copy of this agreement.

Cash Available: \$ _____ Experience in this type of business: _____

Signature Date

Broker Signature Date

Name (Print)

Buyer's Business Name

Address Street City

State Zip Code

Phone Number