



NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into between the undersigned, as an individual, a principal/employee/officer or as an agent/advisor of undersigned's business entity, ("Purchaser") and Choice Business Opportunities, Ltd., ("CBO") for the benefit of CBO and any business entity presented by CBO as an acquisition candidate ("Seller").

Whereas Purchaser desires information on Sellers, for assessing the possible acquisition of same, Purchaser authorizes CBO to present Sellers' identities and information to Purchaser. All Sellers revealed by CBO, verbally or in writing, at anytime after the date hereof, shall be covered by the terms of this Agreement. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and CBO, Purchaser agrees as follows:

1) This Agreement applies to the Sellers' identity and all information relating to Seller disclosed to Purchaser by CBO or Seller at any time, except for information that is or becomes generally available to the public or is known to Purchaser before its disclosure hereunder. All information provided pursuant to this Agreement shall be deemed confidential, a valuable asset of Seller and proprietary trade secrets essential to the pursuit of Seller's business, the unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to Seller. All information provided to Purchaser shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. Upon termination of its investigation, Purchaser shall immediately deliver to CBO, without retaining copies, summaries or extracts thereof, all information, received by Purchaser in any form.

2) Purchaser will not disclose any information about any Seller or Sellers intent, whether obtained from CBO or elsewhere in the course of its investigation of the business(es) of Seller, to any person, organization, intermediary, lender, or prospective partner, or make known by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale, except to business advisors or counselors of undersigned, who shall be advised of the existence and nature of this document prior to receiving any information and who shall thereafter be equally bound by the provisions hereof.

3) Purchaser shall not contact any Seller or speak about Sellers business(es) with any party including but not limited to employees, contractors, customers, suppliers, bankers, accountant, landlord or competitors for any purpose whatsoever without specific prior written authorization by CBO. Purchaser will channel all inquiries, investigations, and negotiations, if any, directly through CBO.

4) Purchaser acknowledges Seller has furnished all information provided, the information has not been verified for accuracy by CBO, CBO makes no representation or warranty, express or implied, as to the truth accuracy or completeness of any information provided to Purchaser. Any representations and warranties shall be made solely by Seller in a purchase agreement and subject to the provisions thereof. Purchaser acknowledges and confirms it assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against CBO for Purchaser's reliance thereon.

5) Purchaser understands and agrees Seller is an intended third party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Upon breach or threatened breach of this Agreement, Seller shall be entitled to injunctive and/or other equitable relief on the grounds that such conduct, if not restrained and/or other equitable relief not granted, would result in irreparable and serious harm to Seller for which damages would be an inadequate remedy. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy, shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.

6) Purchaser agrees it will not knowingly take any action directly or indirectly, circumvent, attempt to circumvent, or adversely affect CBO's contractual right to a fee from Seller under any fee or compensation agreement. Purchaser agrees that if it violates the provisions of this Agreement, interferes with CBO's rights to a fee, and/or completes any transaction with a Seller, Purchaser shall be personally, jointly and severally with such Seller liable for any uncollected fees due to CBO from Seller.

7) The respective obligations of the parties under this Agreement shall survive for a period of **three (3) years** from the date on which CBO provides Purchaser the identity of any prospective Seller. In executing this Agreement Purchaser acknowledges, in the absence of a contractual relationship between Purchaser and CBO, CBO is acting solely as an agent for Seller.

I have read, and agree, and accept the terms of this Agreement, and further certify that the information I provide CBO regarding my qualifications is accurate, I authorize CBO to verify such through reference and background checks as Seller may require.

Purchaser: _____

Name (Please Print)	Company
Signature	Address
Date	City, State, Zip
Phone/fax	Email

RELATIONSHIP BETWEEN BROKER AND BUYER

The Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as: all business opportunities listed with Broker or real estate which substantially meets the following requirements:

_____.

CHECK ONE BOX ONLY:

- Customer:** The Broker is the seller's agent and the Buyer is a customer.
- Customer for Broker's Listings - Transaction-Brokerage for Other Properties:** When the Broker is the seller's agent, the Buyer is a customer. When the Broker is not the seller's agent, the Broker is a transaction-broker assisting in the transaction.
- Transaction-Brokerage Only:** The Broker is a transaction-broker assisting in the transaction.

If the Broker is acting as a transaction-broker, Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

THIS IS NOT A CONTRACT.

BUYER ACKNOWLEDGEMENT:

The Buyer acknowledges that the Buyer has received this Brokerage Disclosure to Buyer on _____.

Buyer

Buyer

BROKER ACKNOWLEDGEMENT:

On _____, the Broker provided _____ (Buyer) with this Brokerage Disclosure to Buyer at _____ (location) and retained a copy for the Broker's records.

Brokerage Firm's Name: CHOICE Business Opportunities, Ltd.

Broker *Mark D. Doran, President*