

CONFIDENTIALITY AGREEMENT

This agreement is entered into between _____ (“the Undersigned”), and International Business Exchange, Inc. (“Agent”) in respect to any business represented for sale (“Company”) to protect proprietary information which Company or Agent may disclose to the Undersigned in the course of the parties’ business negotiations and dealings directed toward the potential acquisition of Company by the Undersigned.

Except as permitted by written consent of the Company or unless ordered by a court or administrative body of competent jurisdiction, the Undersigned agrees not to disclose this proprietary information to any third party and to hold all such proprietary information in the strictest confidence. The Undersigned agrees to limit access to such proprietary information to those of its employees, directors, banks, agents and advisors who require access to further the parties’ dealings who are informed of this agreement and who agree to be bound by the terms hereof as if a party hereto. In any event, the Undersigned shall be fully liable for any breach of this Agreement by its representatives. The Undersigned also agrees not to discuss any aspect of this transaction with any employees of Company, or independently approach any of Company’s employees with contract or employment opportunities. The Undersigned also agrees not to use any proprietary information for any purpose whatsoever except in connection with the evaluation of the potential acquisition of the Company, shall make only as many copies of written proprietary information as are reasonably necessary for the evaluation, and shall diligently protect all of the proprietary information against loss by inadvertent or unauthorized disclosure of use. The Undersigned may use or disclose proprietary information if (a) required by any request or order of any government authority; or (b) otherwise required by law, providing the Undersigned, to the extent possible, provides written notice of such request to the Company and Agent prior to any such disclosure, to the extent legally permitted, permits the Company and Agent to contest such disclosure, to the extent legally permitted, and assists the Company and Agent in any effort to acquire an appropriate protective order or other remedy to prevent or limit such disclosure, to the extent legally permitted. The Undersigned agrees that all negotiations concerning Company shall be handled exclusively through Agent. No contact with the Company, employees, suppliers, customers, franchisor or landlord, etc., is permitted without direct authorization of the Agent.

“Proprietary information” means all information in any form, including without limitation, this Agreement and all material related thereto, the fact that this Agreement has been entered by and among the Undersigned, the identities of the parties hereto, the nature, purpose and details of this Agreement or any of the negotiations entered into pursuant to this agreement disclosed by Company to the Undersigned. Proprietary information does not include information and data which the Undersigned can show (a) was publicly available; (b) was validly in the Undersigned’s possession prior to receipt thereof from Company; (c) was rightfully received by the Undersigned from a third party having no fiduciary relationship to the Undersigned or Company and having no obligation of confidentiality with respect to such information and data; or (d) the Undersigned developed independently and without any reference to information and data received from Company.

The obligation of confidentiality herein described shall survive for a period of three (3) years from such disclosure if a transaction is not consummated by and among the Undersigned. Within thirty (30) days following a request or the completion of business dealings between the parties, each party will deliver to the other all tangible materials that relate to such proprietary information, unless a party requests that such materials be destroyed. If a party requests that such materials be destroyed, the other party will destroy them and within such thirty (30) day period certify in writing their destruction, provided, however, that a party may retain a copy as required pursuant to records and retention policies and the parties agree that not all electronic copies may be possible to destroy.

The Undersigned acknowledges that (a) no representation or warranties are being made as to the completeness or accuracy of any information; (b) any and all representations and warranties shall be made solely by the parties in a signed acquisition agreement or purchase contract and then be subject to the

provisions thereof; and (c) that it is their sole responsibility to perform a due diligence review at their own cost and expense prior to any acquisition. The Undersigned acknowledges that all information is provided by the Company and is not verified in any way by the Agent. Agent is relying on the Company for the accuracy and completeness of said information and makes no warranty, express or implied, as to such information. The Undersigned agrees to indemnify and hold Agent harmless from any claims or damages from its use. The Undersigned has been apprised Agent is not a NASD registered Broker/Dealer and offers no securities for sale. Further, the Undersigned acknowledges that, prior to finalizing an agreement to purchase a business, it is the Undersigned's responsibility to perform due diligence and make an independent verification of all information. The Undersigned will look only to the Company and the Undersigned's own investigation for all information regarding any business offered by the Agent. Should Agent or Company deem it necessary, the Undersigned grants the right to obtain a credit report through standard reporting agencies. If requested, the Undersigned also agrees to provide a resume and financial statement. The Undersigned understands that this information will be held in confidence and will only be used for the purpose of qualifying the Undersigned.

It is acknowledged that the breach of Paragraph 2 would cause the non-breaching party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of the unauthorized disclosure or use of the confidential information of a party or the threat thereof, in addition to its remedies at law and other remedies at equity, the party will be entitled to seek a restraining order, preliminary injunction or other appropriate relief so as to specifically enforce the terms of this agreement. Accordingly, the parties agree that Company and/or Agent, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions (without the posting of any bond) to prevent breaches of this agreement and/or to compel specific performance of this agreement, and that neither the Undersigned nor its representatives will oppose the granting of such relief. The non-prevailing party also agrees to reimburse the prevailing party for all costs and expenses, including attorney's fees, incurred by it in enforcing the obligations of the Undersigned and its representatives hereunder.

This agreement shall be governed by and construed in accordance with the laws of the state of Texas.

Agency Disclosure

At all times, Agent is an agent for the company and not the Undersigned's agent, unless Agent enters into a written agreement to act as the Undersigned's agent. Agent owes duties to the Company which include utmost good faith, loyalty and fidelity. Agent will negotiate on behalf and act as the advocate of the Company. The undersigned is not vicariously liable (legally responsible) for Agent's actions. Although Agent does not represent the Undersigned, Agent will disclose to Undersigned all adverse material facts about the business actually known to Agent. Acknowledged :

Signature

Date

Printed Name

Mailing Address

Company Name

City, State and Zip

Telephone Number

Fax Number

Cell Number

E-Mail Address

BUYER ACQUISITION CRITERIA FORM

Printed Name

Company

Our comprehensive data processing capabilities can only work for you if you complete this form. It is necessary that your responses be complete and accurate so that we may locate the specific business opportunity that best meets your requirements.

I. TYPE OF BUSINESS

- | | | |
|------------------------------|------------------------------|------------------------|
| _____ Energy-Related | _____ Wholesale Distribution | _____ Grocery/C-Stores |
| _____ Medical/Health Related | _____ Professional Service | _____ Income Property |
| _____ Agricultural Related | _____ Personal & Repair Svc. | _____ Construction |
| _____ Manufacturing | _____ Transportation | _____ Restaurants |
| _____ Retail Stores | _____ High Tech Industries | |

Please indicate any specific type business desired (i.e., tire store, food manufacturer):

II. LOCATION - Anywhere? Yes / No

(Be specific. Please circle state or region in which business is desired to be located. If you wish specific areas of a state or a particular city, please indicate on the lines below.)

REGION

- 0** - NJ MA CT ME NH RI VT
1 - NY PA DE
2 - NC VA MD SC WV DC
3 - FL GA TN AL MS
4 - OH MI IN KY

REGION

- 5** - WI MN IA MT ND SD
6 - IL MO KS NE
7 - TX LA OK AR
8 - CO AZ NM UT ID NV WY
9 - CA WA OR HI AK

Specify location: _____

III. FINANCIAL CONDITION OF BUSINESS

Minimum Gross Sales desired \$ _____

Minimum Cash Flow desired \$ _____

Maximum Price desired \$ _____

IV. INVESTMENT REQUIREMENTS

Cash Available/Down Payment \$ _____

Net Worth - Personal \$ _____ Corporate \$ _____

Are you a principal? _____ Yes _____ No If not, who is? _____

Do you plan to be an absentee owner? _____ Yes _____ No

The above reflects, to the best of my knowledge, my current acquisition criteria and financial status.

Date

Signature of prospective buyer/investor



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

International Business Exchange, Inc.	9005592	AE@ibectx.com	(512) 310-2966
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Jeffrey Howard Hamilton	330520	jhamilton@ibectx.com	(512) 310-2966
Designated Broker of Firm	License No.	Email	Phone
John M Miller	442230	mmiller@ibectx.com	(512) 310-2966
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Charles E Harvey	692646	charvey@ibectx.com	(512) 310-2966
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date