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